

SOLICITATION DE-SOL-0002446

PART I - THE SCHEDULE

SECTION B

SUPPLIES OR SERVICES AND PRICES/COSTS

B.1. GENERAL

B.1.1. Indefinite Delivery, Indefinite Quantity Contract

The contract is an indefinite delivery, indefinite quantity (IDIQ) contract utilizing firm-fixed price delivery task orders, with some specified cost reimbursable items, in accordance with Federal Acquisition Regulation Subpart 16.500.

B.1.2. Items Being Acquired/Total Price

The Contractor shall provide all services required including all personnel, facilities, equipment, material, and supplies (except as may be expressly set forth as furnished by the Government) and otherwise do all things necessary for, or incidental to, contract performance by providing the following services for the ordering periods listed below:

Items

- | | |
|--|---|
| 1. Base <u>Ordering</u> Period TRU Waste Transportation Services | (Contract Effective Date – end of base <u>14</u> mo. Period)* |
| 2. Option <u>Ordering</u> Period 1 TRU Waste Transportation Services | (Option 1 Effective Date – end of Option 1 12 mo. Period)* |
| 3. Option <u>Ordering</u> Period 2 TRU Waste Transportation Services | (Option 2 Effective Date – end of Option 2 12 mo. Period)* |
| 4. Option <u>Ordering</u> Period 3 TRU Waste Transportation Services | (Option 3 Effective Date – end of Option 3 12 mo. Period)* |
| 5. Option <u>Ordering</u> Period 4 TRU Waste Transportation Services | (Option 4 Effective Date – end of Option 4 12 mo. Period)* |

*Contract/Option Period effective and end dates to be inserted at time of contract award.

B.1.3. Costs

All costs required to successfully perform the contract are included in the firm fixed prices stated in Section B.2 with the exception of the Cost Reimbursable Line Items B.2.1 3, B.2.2 3, B.2.3 3, B.2.4 3, and B.2.5 3 which will be reimbursed at actual costs with no additional indirect expenses or fee or profit allowed.

B.1.4. Obligation of Funds/Financial Limitations

The Government will obligate funding in each Task Order for the cost reimbursable expenses specified in Section B.2, Items B.2.1 3, B.2.2 3, B.2.3 3, B.2.4 3, and B.2.5 3. As stated in Section I clause, FAR 52.232-22, "Limitation of Funds", the maximum liability of the Government for paying cost reimbursable expenses shall not exceed the funding allotted for this purpose. The following shall be inserted in each applicable task order that includes cost-reimbursable expenses:

Pursuant to the FAR clause 52.232-22, entitled "Limitation of Funds," the total amount of incremental funding allotted to this task order is \$TBD. It is estimated that this amount is sufficient to cover performance through TBD."

Deleted: /and or items

Deleted: 2

Deleted: 4

Deleted: 4

Deleted: 4

Deleted: 4

Deleted: 4

Deleted: 4

Deleted: 4

Deleted: 4

Deleted: 4

Deleted: 4

Formatted: Font: Italic

Formatted: Font: Italic

SOLICITATION DE-SOL-0002446

B.2. PRICING SCHEDULE

B.2.1. BASE PERIOD TRU WASTE TRANSPORTATION SERVICES (Pursuant to Section C)

B.2.1.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams (Consisting of the following sub-items which are not separately priced)

B.2.1.1.1. General Services: Perform general services pursuant to Section C.3.1.

B.2.1.1.2. Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.

B.2.1.1.3. Tractor Services: Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

B.2.1.1.4. Trailer Maintenance Services: Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9.

B.2.1.1.5. Driver Services: Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

B.2.1.1.6. Data/Reports: Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ _____

B.2.1.2. ADDITIONAL TRANSPORTATION SERVICES FOR BASE PERIOD

In addition to the above services, the Government may order additional services described in B.2.1.2.1., B.2.1.2.2. and B.2.1.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.19 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

| Description | Firm Fixed Unit Price | Task Order Period | Extended Price* |
|---|-----------------------|-------------------|-----------------|
| B.2.1.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |
| B.2.1.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |
| B.2.1.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |

* **NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

B.2.1.3. Cost Reimbursable Items

Total Estimated Cost

| | |
|---|-------------|
| B.2.1.3.1 Fuel pursuant to Section C.5.1: | \$3,000,000 |
| B.2.1.3.2 State Use Fees and Permits pursuant to Section C.5.1: | \$1,500,000 |
| B.2.1.3.3 New Mexico Gross Receipts Tax pursuant to Section C.5.2: | \$ 500,000 |
| B.2.1.3.4 Driver Per-Diem pursuant to Section C.5.3: | \$ 150,000 |
| B.2.1.3.5 Safe Driving Bonus pursuant to Section H.18: | \$1,000,000 |
| B.2.1.3.6 Maintenance of Additional, Unassigned Trailers pursuant to Section C.5.4 | \$ 35,000 |

Deleted: and

Deleted:

Deleted: 11 Contractor furnished tractors and

Formatted: No bullets or numbering, Tab stops: 0.5", Left + Not at 0"

Deleted: B.2.1.2 BASIC TRANSPORTATION SERVICES – 22 Tractor Teams
(Consisting of the following sub-items which are not separately priced)
General Services: Perform general services pursuant to Section C.3.1.
Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.
Tractor Services: Provide and operate a minimum of 22 Contractor furnished tractors pursuant to Section C.3.3.
Trailer Maintenance Services: Maintain 22 Contractor furnished tractors and 70 Government furnished trailers pursuant to Section C.3.4.
Driver Services: Provide a minimum of 22 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.
Data/Reports: Provide data and reports pursuant to Section C.4.
Total Firm Fixed Price for 12 Months of Basic Transportation Services – 22 Tractor Teams: \$ _____

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Formatted: Superscript

SOLICITATION DE-SOL-0002446

¹ The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.1.1.4 and B.2.1.2.2.

B.2.1.4 Contract Transition

Perform contract transition services pursuant to Section C.3.1.16 *Contract Transition*.

Total Firm Fixed Price for 60 Day Transition Period: \$

Deleted: 5

Formatted: Font: Bold

SOLICITATION DE-SOL-0002446

B.2.2. OPTION PERIOD 1 TRU WASTE TRANSPORTATION SERVICES (Pursuant to Section C)

B.2.2.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams

(Consisting of the following sub-items which are not separately priced)

B.2.2.1.1. General Services: Perform general services pursuant to Section C.3.1.

B.2.2.1.2. Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.

B.2.2.1.3. Tractor Services: Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

B.2.2.1.4. Trailer Maintenance Services: Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9.

B.2.2.1.5. Driver Services: Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

B.2.2.1.6. Data/Reports: Provide data and reports pursuant to Section C.4.

Deleted: and

Deleted: 11 Contractor furnished tractors and

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ _____

B.2.2.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 1

In addition to the above services, the Government may order additional services described in B.2.2.2.1., B.2.2.2.2. and B.2.2.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.19 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

Deleted: ¶
<#>BASIC TRANSPORTATION SERVICES – 22 Tractor Teams¶
(Consisting of the following sub-items which are not separately priced)¶
<#>General Services: Perform general services pursuant to Section C.3.1.¶
<#>Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2. ¶
<#>Tractor Services: Provide and operate a minimum of 22 Contractor furnished tractors pursuant to Section C.3.3.¶
<#>Trailer Maintenance Services: Maintain 22 Contractor furnished trailers pursuant to Section C.3.4. ¶
<#>Driver Services: Provide a minimum of 22 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.¶
<#>Data/Reports: Provide data and reports pursuant to Section C.4.¶

¶
¶
Total Firm Fixed Price for 12 Months of Basic Transportation Services – 22 Tractor Teams: \$ _____ ¶
¶
¶

Deleted: 3

Deleted: BASE

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 4

| Description | Firm Fixed Unit Price | Task Order Period | Extended Price* |
|--|-----------------------|-------------------|-----------------|
| B.2.2.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |
| B.2.2.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |
| B.2.2.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |

* **NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

B.2.2.3. Cost Reimbursable Items

Total Estimated Cost

| | |
|---|-------------|
| B.2.2.3.1 Fuel pursuant to Section C.5.1: | \$3,081,000 |
| B.2.2.3.2 State Use Fees and Permits pursuant to Section C.5.1: | \$1,540,500 |
| B.2.2.3.3 New Mexico Gross Receipts Tax pursuant to Section C.5.2: | \$ 513,500 |
| B.2.2.3.4 Driver Per-Diem pursuant to Section C.5.3: | \$ 154,050 |
| B.2.2.3.5 Safe Driving Bonus pursuant to Section H.18: | \$1,027,000 |
| B.2.2.3.6 Maintenance of Additional, Unassigned Trailers ² pursuant to Section C.5.4 | \$ 35,945 |

Formatted: Not All caps

Formatted: Normal

² The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.2.1.4 and B.2.2.2.2.

SOLICITATION DE-SOL-0002446

B.2.3. OPTION PERIOD 2 TRU WASTE TRANSPORTATION SERVICES (Pursuant to Section C)

B.2.3.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams

(Consisting of the following sub-items which are not separately priced)

B.2.3.1.1. General Services: Perform general services pursuant to Section C.3.1.

B.2.3.1.2. Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.

B.2.3.1.3. Tractor Services: Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

B.2.3.1.4. Trailer Maintenance Services: Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9.

B.2.3.1.5. Driver Services: Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

B.2.3.1.6. Data/Reports: Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ _____

B.2.3.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 2

In addition to the above services, the Government may order additional services described in B.2.3.2.1., B.2.3.2.2. and B.2.3.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.19 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

| Description | Firm Fixed Unit Price | Task Order Period | Extended Price* |
|---|-----------------------|-------------------|-----------------|
| B.2.3.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3. | \$ _____ | 6 months | \$ _____ |
| | \$ _____ | 12 months | \$ _____ |
| B.2.3.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4. | \$ _____ | 6 months | \$ _____ |
| | \$ _____ | 12 months | \$ _____ |
| B.2.3.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5. | \$ _____ | 6 months | \$ _____ |
| | \$ _____ | 12 months | \$ _____ |

* **NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

B.2.3.3. Cost Reimbursable Items

Total Estimated Cost

| | |
|--|-------------|
| B.2.3.4.1. Fuel pursuant to Section C.5.1: | \$3,164,187 |
| B.2.3.4.2. State Use Fees and Permits pursuant to Section C.5.1: | \$1,582,094 |
| B.2.3.4.3. New Mexico Gross Receipts Tax pursuant to Section C.5.2: | \$ 527,365 |
| B.2.3.4.4. Driver Per-Diem pursuant to Section C.5.3: | \$ 158,209 |
| B.2.3.4.5. Safe Driving Bonus pursuant to Section H.18: | \$1,054,729 |
| B.2.3.4.6. Maintenance of Additional, Unassigned Trailers³ pursuant to Section C.5.4 | \$ 36,916 |

³ The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.3.1.4 and B.2.3.2.2.

Deleted: and

Deleted: 11 Contractor furnished tractors and

Deleted: ¶
B.2.3.2 BASIC TRANSPORTATION SERVICES – 22 Tractor Teams
 (Consisting of the following sub-items which are not separately priced)¶
 <#>**General Services:** Perform general services pursuant to Section C.3.1.¶
 <#>**Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.¶
 <#>**Tractor Services:** Provide and operate a minimum of 22 Contractor furnished tractors pursuant to Section C.3.3.¶
 <#>**Trailer Maintenance Services:** Maintain 22 Contractor furnished tractors and 70 Government furnished trailers pursuant to Section C.3.4. ¶
 <#>**Driver Services:** Provide a minimum of 22 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.¶
 <#>**Data/Reports:** Provide data and reports pursuant to Section C.4.¶

¶
 ¶
Total Firm Fixed Price for 12 Months of Basic Transportation Services – 22 Tractor Teams: \$ _____ ¶

Deleted: 3

Deleted: BASE

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 4

SOLICITATION DE-SOL-0002446

B.2.4. OPTION PERIOD 3 TRU WASTE TRANSPORTATION SERVICES (Pursuant to Section C)

B.2.4.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams (Consisting of the following sub-items which are not separately priced)

B.2.4.1.1. General Services: Perform general services pursuant to Section C.3.1.

B.2.4.1.2. Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.

B.2.4.1.3. Tractor Services: Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

B.2.4.1.4. Trailer Maintenance Services: Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9.

B.2.4.1.5. Driver Services: Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

B.2.4.1.6. Data/Reports: Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ _____

B.2.4.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 3

In addition to the above services, the Government may order additional services described in B.2.4.2.1., B.2.4.2.2. and B.2.4.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.19 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

| Description | Firm Fixed Unit Price | Task Order Period | Extended Price* |
|---|-----------------------|-------------------|-----------------|
| B.2.4.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |
| B.2.4.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |
| B.2.4.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5. | \$ | 6 months | \$ |
| | \$ | 12 months | \$ |

* **NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

B.2.4.3. Cost Reimbursable Items

Total Estimated Cost

| | |
|---|-------------|
| B.2.4.3.1 Fuel pursuant to Section C.5.1: | \$3,249,620 |
| B.2.4.3.2 State Use Fees and Permits pursuant to Section C.5.1: | \$1,624,810 |
| B.2.4.3.3 New Mexico Gross Receipts Tax pursuant to Section C.5.2: | \$ 541,603 |
| B.2.4.3.4 Driver Per-Diem pursuant to Section C.5.3: | \$ 162,481 |
| B.2.4.3.5 Safe Driving Bonus pursuant to Section H.18: | \$1,083,207 |
| B.2.4.3.6 Maintenance of Additional, Unassigned Trailers⁴ pursuant to Section C.5.4 | \$ 37,912 |

⁴ The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.4.1.4 and B.2.4.2.2.

Deleted: and

Deleted: 11 Contractor furnished tractors and

Deleted: ¶
B.2.4.2 BASIC TRANSPORTATION SERVICES – 22 Tractor Teams¶
 . (Consisting of the following sub-items which are not separately priced)¶
 <#>**General Services:** Perform general services pursuant to Section C.3.1.¶
 <#>**Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.¶
 <#>**Tractor Services:** Provide and operate a minimum of 22 Contractor furnished tractors pursuant to Section C.3.3.¶
 <#>**Trailer Maintenance Services:** Maintain 22 Contractor furnished tractors and 70 Government furnished trailers pursuant to Section C.3.4. ¶
 <#>**Driver Services:** Provide a minimum of 22 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.¶
 <#>**Data/Reports:** Provide data and reports pursuant to Section C.4.¶

¶
 ¶
Total Firm Fixed Price for 12 Months of Basic Transportation Services – 22 Tractor Teams: \$ _____¶
 ¶
 ¶

Deleted: 3

Deleted: BASE

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 4

SOLICITATION DE-SOL-0002446

B.2.5. OPTION PERIOD 4 TRU WASTE TRANSPORTATION SERVICES (Pursuant to Section C)

B.2.5.1. BASIC TRANSPORTATION SERVICES – 11 Tractor Teams (Consisting of the following sub-items which are not separately priced)

B.2.5.1.1. General Services: Perform general services pursuant to Section C.3.1.

B.2.5.1.2. Terminal Services: Provide, operate and maintain a terminal pursuant to Section C.3.2.

B.2.5.1.3. Tractor Services: Provide, operate and maintain a minimum of 11 Contractor furnished tractors pursuant to Section C.3.3.

B.2.5.1.4. Trailer Maintenance Services: Maintain 40 Government furnished trailers pursuant to Section C.3.4 and H.9.

B.2.5.1.5. Driver Services: Provide a minimum of 11 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.

B.2.5.1.6. Data/Reports: Provide data and reports pursuant to Section C.4.

Total Firm Fixed Price for 12 Months of Basic Transportation Services – 11 Tractor Teams: \$ _____

B.2.5.2. ADDITIONAL TRANSPORTATION SERVICES FOR OPTION PERIOD 4

In addition to the above services, the Government may order additional services described in B.2.5.2.1., B.2.5.2.2. and B.2.5.2.3. below for a period of 6 or 12 months as specified in individual Task Orders under the "Ordering Provisions" of the contract at the unit and extended prices specified. The prices stated for the 6 and 12 month periods include the 60 day period described in Section H.19 (e) and any and all activities for or during the 60 day period and the 6 and/or 12 month task order performance periods.

| Description | Firm Fixed Unit Price | Task Order Period | Extended Price* |
|---|-----------------------|-------------------|-----------------|
| B.2.5.2.1. Additional Tractor Services: Provide, maintain and operate 1 to 19 additional tractors including specialized equipment per Section C.3.3. | \$ _____ | 6 months | \$ _____ |
| | \$ _____ | 12 months | \$ _____ |
| B.2.5.2.2. Additional Trailer Maintenance Services: Maintain 1 to 40 additional Government furnished trailers per Section C.3.4. | \$ _____ | 6 months | \$ _____ |
| | \$ _____ | 12 months | \$ _____ |
| B.2.5.2.3. Additional Driver Services: Provide 1 to 19 additional driver teams (2 drivers per team) (including driver training and qualification) per Section C.3.5. | \$ _____ | 6 months | \$ _____ |
| | \$ _____ | 12 months | \$ _____ |

* **NOTE:** The Firm Fixed Unit Price is the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 6 month task order period and the price for the service of one tractor or one trailer or one driver team (2 drivers per team) for an entire 12 month task order period. The Extended Price is the Firm Fixed Unit Price multiplied by the maximum quantity (e.g., Firm Fixed Unit Price for one tractor multiplied by 19 tractors equals the Extended Price). In the event of a conflict between the Firm Fixed Unit Price and the Extended Price, the Unit Price controls for order purposes.

B.2.5.3. Cost Reimbursable Items

Total Estimated Cost

| | |
|---|-------------|
| B.2.5.3.1 Fuel pursuant to Section C.5.1: | \$3,337,360 |
| B.2.5.3.2 State Use Fees and Permits pursuant to Section C.5.1: | \$1,668,680 |
| B.2.5.3.3 New Mexico Gross Receipts Tax pursuant to Section C.5.2: | \$ 556,227 |
| B.2.5.3.4 Driver Per-Diem pursuant to Section C.5.3: | \$ 166,868 |
| B.2.5.3.5 Safe Driving Bonus pursuant to Section H.18: | \$1,112,453 |
| B.2.5.3.6 Maintenance of Additional, Unassigned Trailers⁵ pursuant to Section C.5.4 | \$ 38,936 |

⁵ The Maintenance of Additional, Unassigned Trailers does not include the services required in the "Trailer Maintenance Services" Line Items B.2.5.1.4 and B.2.5.2.2.

Deleted: and

Deleted: 11 Contractor furnished tractors and

Deleted: ¶
B.2.5.2 BASIC TRANSPORTATION SERVICES – 22 Tractor Teams
 (Consisting of the following sub-items which are not separately priced)¶
 <#>**General Services:** Perform general services pursuant to Section C.3.1.¶
 <#>**Terminal Services:** Provide, operate and maintain a terminal pursuant to Section C.3.2.¶
 <#>**Tractor Services:** Provide and operate a minimum of 22 Contractor furnished tractors pursuant to Section C.3.3.¶
 <#>**Trailer Maintenance Services:** Maintain 22 Contractor furnished tractors and 70 Government furnished trailers pursuant to Section C.3.4. ¶
 <#>**Driver Services:** Provide a minimum of 22 qualified driver teams (2 drivers per team) pursuant to Section C.3.5.¶
 <#>**Data/Reports:** Provide data and reports pursuant to Section C.4.¶

¶
 ¶
Total Firm Fixed Price for 12 Months of Basic Transportation Services – 22 Tractor Teams: \$ _____ ¶

Deleted: 3

Deleted: BASE

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 4

SECTION C

Performance Work Statement

for

Transportation Service for Waste Isolation Pilot Plant (WIPP)

in support of the

U. S. Department of Energy (DOE)

Carlsbad Field Office (CBFO)

1. SCOPE

1.1. This effort is for the transport of contact-handled (CH) and remote-handled (RH) transuranic (TRU) wastes. The contract effort requires providing facilities, personnel, and equipment to provide a local terminal and transportation and maintenance services. Contractor-provided equipment will include tractors and necessary support equipment listed in 3.3. The Government will assign the number of trailers specified in Section B in each individual task order as Government Furnished Property (GFP) for hauling Contact Handled (CH) and Remote Handled (RH) Transuranic Waste before shipments are initiated under the contract.

1.2. The Contractor shall provide transportation services necessary to support WIPP, including: transportation of mixed and non-mixed CH- and RH-TRU waste, asbestos, and polychlorinated biphenyl (PCB) contaminated TRU waste from generator sites to WIPP; transportation of CH- and RH-TRU waste between generator sites as listed in Appendix 1 (TRU Waste Storage Sites, Locations and Mileage); transportation of training units or empty shipping packagings to training/exercises, public awareness events; and, other equipment as designated by CBFO and maintenance of GFP. Unless otherwise directed by the On-Call CBFO Transportation Manager, the WIPP Shipping Coordination Office, the WIPP Central Monitoring Room (CMR), or authorized law enforcement official, the Contractor shall use the CBFO designated highway routes. The CMR shall be notified of any deviation from the designated highway routes.

1.3. Under no circumstances shall the Contractor enter into a motor carrier brokerage or intermodal arrangement without prior CBFO approval.

2. BACKGROUND

2.1 Established in 1989, the Department of Energy's (DOE) Office of Environmental Management (EM) is charged with addressing the environmental legacy of over 50 years of nuclear weapons production and government sponsored research. In order to continue and build upon the momentum of the first 20 years of the EM program, and within the broader context and in support of Administration and Departmental policies, strategies, and initiatives, EM has developed the "Roadmap for EM's Journey to Excellence" (Rev. 0, December 16, 2010). That document builds upon and integrates DOE Management Principles, EM Core Values, EM Priorities, EM's vision, and EM's mission by establishing four programmatic and three management-related goals, as follows:

Programmatic Goals

Goal 1: Complete the three major tank waste treatment construction projects within the approved baselines

Goal 2: Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy

Goal 3: Complete disposition of 90 percent of the legacy transuranic waste by the end of 2015

Goal 4: Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015

Management Goals

Goal 5: Improve safety, security, and quality assurance towards a goal of zero accidents, incidents, and defects

Goal 6: Improve contract and project management with the objective of delivering results on time and within cost

SOLICITATION DE-SOL-0002446

Goal 7: Achieve excellence in management and leadership, making EM one of the best places to work in the Federal government

In the performance of this contract, the Contractor shall support and implement actions in furtherance of the "Roadmap for EM's Journey to Excellence" and achievement of the above goals. Goals 2 through 5 have direct relevance to this contract in that the reduction of the EM legacy footprint is not possible without achievement of the transportation component as all Transuranic Waste is transported by commercial motor vehicle. Contract-specific actions will be established, monitored, evaluated and verified in accordance with the terms and conditions of this contract. For information purposes only, the "Office of Environmental Management FY 2011 Performance Agreement with the Assistant Secretary" is included with this contract at Section J, Attachment D which provides more background regarding the EM Journey to Excellence.

Formatted: Font: (Default) Arial, 10 pt, Not Bold

2.2. Approximately 169,000 cubic meters of mixed and non-mixed CH-TRU waste and approximately 7,000 cubic meters of mixed and non-mixed RH-TRU waste may be shipped to the WIPP site from numerous DOE facilities and programs. Since WIPP began disposal operations in March 1999, DOE has made over 8,700 CH-TRU, over 440 RH-TRU and over 100 intersite TRU waste shipments.

Deleted: 1

2.3. CH-TRU waste, which meets the WIPP Waste Acceptance Criteria (WAC), will be transported in the Transuranic Package Transporter (TRUPACT) Model's II and III or HalfPACT. The TRUPACT-II, TRUPACT-III and HalfPACT are Nuclear Regulatory Commission (NRC) certified Type B shipping packagings. Up to three TRUPACT-IIs or HalfPACTs or a single TRUPACT-III can be transported on DOE designed and furnished trailers. Currently, DOE has 84 certified TRUPACT-IIs and 15 HalfPACTs and a fleet of 69 TRUPACT-II/HalfPACT trailers for transportation of TRU waste. DOE maintains the TRUPACT-IIs in accordance with the Certification of Compliance issued by the NRC. Each TRUPACT-II has the capacity to transport up to fourteen 55-gallon drums; eight 85-gallon drums; six 100-gallon drums; two standard waste boxes; or one 10-drum overpack. However, due to size, weight, and contents of the waste to be transported, not all shipments planned can accommodate three fully loaded TRUPACT-IIs. For this reason, CBFO developed a shorter, lighter version of the TRUPACT-II called the HalfPACT. The HalfPACT provides for more efficient shipment of heavy waste packages. The HalfPACT holds up to seven 55-gallon drums; three 100-gallon drums; one standard waste box; or four 85-gallon drums. TRUPACT-III was developed to transport large boxes, which may result in overweight shipments. Overweight shipments require state permits prior to dispatch. During this contract period there will be 6 TRUPACT-IIIs and trailers.

Deleted: 2

2.4. RH-TRU waste, which meets the WIPP WAC, is transported in the RH-72B cask or the 10-160B cask. DOE has 12 RH-72B NRC certified casks and trailers. DOE owns one 10-160B cask and trailer. The 10-160B is an overweight cask that can hold up to ten 55-gallon waste drums, which is an overweight shipment. One cask at a time will be transported on a Government furnished trailer. The RH-72B is designed to hold one RH canister. The canister can be directly loaded with waste, three 55-gallon drums of waste, or three 30-gallon cans of waste. RH-TRU waste shipments began in 2007.

Deleted: 3

2.5. Waste destined for WIPP will originate from the sites around the United States as listed in Appendix 1. The waste at some sites may be shipped to another site designated by DOE (intersite shipments) or shipped directly to WIPP. Although the majority of the shipments to WIPP will not fall within the definition of a Highway Route-Controlled Quantity (HRCQ) [49 CFR Part 173.403(1)], DOE, in conjunction with the states, has determined that all TRU waste shipments will use the "preferred highway" system required for shipments meeting the definition of HRCQ.

Deleted: 4

3. TRANSPORTATION SERVICES

3.1. GENERAL SERVICES

3.1.1. Quality Work Practices/Records

The Contractor shall perform the work in a quality manner to assure compliance with all requirements of the contract and all applicable regulations. For the purpose of this contract, "quality manner" is

SOLICITATION DE-SOL-0002446

defined as work performed that complies with all requirements of the contract and all applicable regulations. The contractor shall comply with all documents and regulations listed in section 6. Applicable regulations include those issued by the Department of Transportation (DOT) at title 49 of the Code of Federal Regulations (CFR), those issued by the Occupational Safety and Health Administration (OSHA) at title 29 of the CFR, those applicable to hazardous waste transportation at 40 CFR part 263 and any applicable regulations promulgated by the Department of Homeland Security (DHS) as well as applicable state, tribal and local regulations. Work not covered by the contract terms and conditions, and DOT, or other applicable regulations, shall be performed using methods and techniques that are recognized by the trucking industry as good commercial practices. All records required to show compliance shall be maintained at a terminal office located within 70 miles of the WIPP site.

3.1.2. WIPP Site Operations

Shipments to WIPP will be delivered to a pre-determined staging area to be identified by the CBFO. The Contractor shall ensure there is an adequate number of inspected/maintained GFP trailers to support the Transportation Schedule. The CBFO is responsible for moving the trailers once they are delivered to the WIPP site designated staging area.

Deleted: provide

3.1.3. Generator Site Operations

At the generator site, the Contractor will be directed to perform one of several possible actions with regards to equipment movements. The Contractor could be directed to (1) drop off a trailer with empty packagings at a designated area and pick up a trailer with loaded packages for shipment, (2) drop off a trailer with empty packagings at a designated area and wait for packagings to be loaded prior to making a shipment, (3) drop off a trailer with empty packagings at a designated area and leave the generator site with no trailer, or (4) make other equipment movements. The Contractor shall allow for:

- Site security check-in and badging
- Security inspections
- Site radiation surveys
- Trailer movements on site as required
- Shipping papers review and acceptance
- Transporting trailers assigned to other carriers as directed
- Commercial Vehicle Safety Alliance (CVSA) North American Standard Level VI inspections and Out-of-Service Criteria
- Maintenance or repairs to the tractor or trailer
- Shipment preparation activities
- Tractor unhooking and hooking to trailers
- Acceptance of shipment in accordance with DOT requirements

3.1.4. Training Exercises and Public Awareness Events

3.1.4.1. The Contractor shall transport the trailer and shipping packagings to the designated site and provide support to training exercises. Training exercises are conducted 3 to 6 times per year and are up to two days in duration, excluding transit time. The Contractor's drivers may be required to participate in training exercises.

3.1.4.2. The purpose of the training exercises is to demonstrate that participating federal, state, local, tribal, Contractor, and DOE emergency preparedness systems are capable of responding cooperatively and effectively to a transportation emergency involving a DOE shipping packaging/package.

3.1.4.3. The Contractor shall also provide support for public awareness events such as public meetings, conferences, and training programs (also called "road shows"). The drivers may be required to interact with the public to explain their role and responsibilities for TRU waste shipments while displaying the tractor/trailer. CBFO is expected to schedule 10 to 20 events per year.

3.1.5. Dual Driver Service

SOLICITATION DE-SOL-0002446

3.1.5.1. The Contractor shall provide two drivers qualified under DOT Hazardous Materials (HAZMAT) and driver requirements specified in 3.5 for each mixed or non-mixed TRU waste shipment. If a driver becomes incapacitated enroute, the Contractor shall make every effort to replace the driver, via the most expedient means available, with a fully qualified driver; however, at a minimum, the replacement driver shall be fully qualified under the DOT HAZMAT standards with prior DOE approval.

3.1.5.2. When the Contractor is making non-radioactive/hazardous shipments (e.g., road shows, mobile loading units, or delivery of empty Type B packagings to the maintenance facility, terminal or site) a single driver who meets the DOT driver licensing, training, and physical qualification requirements may be used with prior DOE approval.

3.1.6. Driver Inspections

For all loaded and unloaded shipments, the drivers shall stop to make routine safety inspections of the tractor, trailer, and packagings/packages in compliance with DOT and CBFO requirements; prior to departing the site of origin; within the first 50 miles; and every 150 miles or every three hours while enroute, whichever is first. Drivers shall make appropriate notification and entries in their logbooks reflecting the purpose of the stop and document any findings and corrective actions.

3.1.7. State/Tribal Agency Inspections

State agencies, along with some tribes, may perform pre- and post-trip inspections in accordance with the CVSA. Additionally, state agencies may perform inspections at the point of entry into the state and have the option to perform additional inspections along the transportation route. The Contractor shall coordinate and report findings resulting from these inspections to the CBFO in a detailed monthly report and summarized in an annual report as listed in Section J, Attachment B.

3.1.8. Transit Time and Direct Routes

Safety shall not be compromised in order to meet a given schedule. The Contractor shall provide on time delivery along designated transportation routes and maintain a monthly tractor-trailer set downtime rate of one-percent (1%) or less. The Contractor shall not make extended stops (greater than 30 minutes) enroute and shall deliver the shipment as expediently as possible. On-time delivery will be based on estimated transit time, which shall include time for driver and state inspections. On-time delivery of any movement of TRU waste is essential to the compliant and efficient operation of the TRU waste transportation and disposal system. The states have established transportation routes with CBFO concurrence. Any stoppage or deviation from the specified highway transportation routes or schedule shall be coordinated with WIPP CMR before it occurs (unless directions from law enforcement do not allow for prior notification).

3.1.9. Continuous Surveillance Service/Security

3.1.9.1. Continuous Surveillance Service shall be provided by the Contractor on all loaded (TRU waste) shipments. Continuous Surveillance Service is defined as:

A driver shall attend the tractor and trailer at all times unless the shipment is in safe parking as approved by DOE. A tractor and trailer is "attended" when at least one driver is with the tractor and trailer, awake, and not in a sleeper berth or at least one driver is within 100 feet of the tractor and trailer and has the tractor and trailer within his/her constant unobstructed view.

3.1.9.2. When circumstances require extended stops enroute, the Contractor shall ensure that the tractor and trailer is parked only at safe parking locations, in accordance with the TRU Waste Transportation Plan. The safe parking will be coordinated through the WIPP CMR.

3.1.9.3. A trailer with loaded shipping packages should remain connected to its designated tractor during the entire shipment. However, it may be disconnected if the Contractor is directed by authorized law enforcement, in which case the WIPP CMR must be notified immediately. Otherwise, it shall be disconnected only upon authorization from the WIPP CMR or when required for enroute

SOLICITATION DE-SOL-0002446

maintenance. If a tractor is disconnected, the state in which the shipment is located must be offered an opportunity to perform a CVSA inspection before the shipment can resume.

3.1.10. Vehicle Communications and Tracking System

3.1.10.1. TRANSCOM provides the driving team with a digital message capability to communicate with the WIPP CMR. The TRANSCOM system is operated 24 hours a day, seven days a week.

3.1.10.2. All movement of tractors performing work under this contract shall be tracked by TRANSCOM with the exception of movements for maintenance purposes. CBFO will furnish the TRANSCOM signal and software. The Contractor shall furnish and install the TRANSCOM hardware and all the supporting equipment inclusive of Panic Button capability. The hardware must be fully compatible with TRANSCOM. The only units that CBFO is aware of that are compatible with TRANSCOM are the Qualcomm MCP-200 units (preferred), or the Qualcomm MCP-100 units.

3.1.10.3. Contractor drivers shall ignore any unauthorized messages. Unauthorized radio or telephone contact shall be terminated immediately. The WIPP CMR shall be notified immediately of such communications.

3.1.10.4. In the case of a TRANSCOM system failure, the driver hauling the loaded shipment shall call the WIPP CMR describing his or her approximate location every two hours and at state border crossings while enroute.

3.1.11. Hazardous Materials Communication

The Contractor shall verify that proper marking, labeling and placards are displayed on the vehicle by the generator site personnel at the site of origin. The Contractor shall also inspect and maintain the proper labels, markings, and placards enroute between site of origin and destination in accordance with DOT regulations.

3.1.12. DOE Issued Security Clearances

DOE issued L or Q Security Clearances will not be required during the performance of services for this contract. In the event L or Q clearances are required for any specific shipments, DOE will provide appropriately cleared escorts.

3.1.13. Safety

3.1.13.1. Incident Response Capability

In case of an incident during contract performance, drivers shall follow emergency procedures contained in the TRU Waste Transportation Plan. Drivers shall be capable of operating emergency response radiological equipment in the event of an accident. The Contractor shall be responsible for the restoration of the incident or accident site in the event of a radiological or hazardous waste incident/accident that occurred during the contractor's performance of the transportation services under this contract. The contractor is responsible for having the appropriate personnel or subcontractors respond to and remediate or restore the incident site and/or accident site in the appropriate or required timeframe. However, in no event shall such response time be more than 24 hours after the occurrence of the incident or accident, including timeframes required by law enforcement officials. The Contractor shall describe its approach to meeting the above requirements in the Contractor's Transportation Management Plan. This approach shall include the plans and/or methods and personnel and subcontracts, if any, that demonstrate that the contractor has the capability to and will respond with the appropriate personnel or subcontractors within the required timeframes. The Contractor's Transportation Management Plan shall be submitted in accordance with Section 4.1, "Transportation Management Plan" of this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist."

3.1.13.2. Incident Documentation

3.1.13.2.1. For off-normal events, such as accidents or stops caused by protesters, the Contractor shall provide the Contracting Officer the information required in DOE Manual 231.1-1A Changes 1

SOLICITATION DE-SOL-0002446

and 2, Appendix C, Individual Accident/ Incident Report – DOE Form 5484.3, so that CBFO can formally enter it into the DOE tracking system. In addition, the Contractor shall provide the original digital media to the Contracting Officer. The contractor shall have spare video digital recording media in the tractor in order for the drivers to change out the digital media. The digital media shall be changed out after an off-normal event occurs so that the event and at least 60 minutes prior to the event has been recorded. This information is required as soon as it is available (no more than 24 hours following any incident unless otherwise approved by CBFO).

3.1.13.2.2. This information is required only if the incident occurred at a DOE location or during performance of contract activities. The Contractor may be required to participate and support any DOE accident/incident investigation at the direction of the CBFO.

3.1.13.2.3. The Contractor is responsible for incident reporting to DOT and OSHA.

3.1.14. Transition of Government Furnished Trailers

On request, the Contractor shall return to CBFO, Government furnished trailers that will pass the CVSA Level VI and CBFO inspection. Prior to returning the Government furnished trailers, the Contractor shall make any necessary repairs to the trailers to ensure compliance with CVSA Level VI and CBFO contractual requirements. The GFP will be delivered to the Contractor at the WIPP site.

3.1.15. TRANSPORTATION SCHEDULE

3.1.15.1. The Contractor will be provided a Transportation Schedule which will be continuously updated by CBFO and the WIPP Shipping Coordination Office. The Contractor shall support the WIPP Shipping Coordination Office in development of the schedule (see Appendix 3 for a sample Transportation Schedule). The Transportation Schedule is the mechanism by which the Contractor is notified of its shipment assignments. The Transportation Schedule includes but is not limited to the number of shipments, the Contractor assigned for each shipment, the point of origin and destination for each shipment, and other relevant information. Estimated departure times and arrival times for each shipment (including training exercises and public awareness events) will be specified in the Transportation Schedule. The schedule may change for the shipments any time prior to the departure time specified in the Transportation Schedule. The Contractor will be notified by CBFO of the schedule changes prior to the departure time.

3.1.15.2. CBFO and/or the WIPP CMR may require the Contractor to delay a shipment from leaving WIPP or a generator site, or may delay a shipment enroute, if in the opinion of the CBFO and/or WIPP CMR, inclement weather along the route or other unforeseen events may compromise the safety of the shipment. The Contractor may also use his discretion to delay a shipment or as directed by state, regional, or local authorities for such reasons with timely notification to the CBFO and/or WIPP CMR. Delays due to Contractor's action/inaction are the sole responsibility of the Contractor.

3.1.15.3. The Contractor shall notify the Contracting Officer within one business day after receipt of the schedule and any updates if the number of tractors and/or drivers ordered under this contract is not sufficient to enable the Contractor to comply with the Transportation Schedule. CBFO will evaluate the Contractors' notification and take appropriate action.

3.1.15.4. CBFO and/or the WIPP CMR may redirect shipments and/or tractor teams prior to departure or while enroute.

3.1.16. CONTRACT TRANSITION

3.1.16.1 Within 60 days from the effective date of the task order for Contract Transition, the contractor shall complete all activities necessary for an orderly assumption of contract and task order responsibilities up to and including the start of performance of the task orders for Basic Transportation Services and Additional Transportation Services, as specified in Section B and in accordance with Section C.4.3.

3.2. TERMINAL SERVICES

SOLICITATION DE-SOL-0002446

3.2.1. The Contractor shall operate and maintain a terminal and maintenance facility within seventy (70) miles of the Waste Isolation Pilot Plant, near Carlsbad, New Mexico and provide and maintain a minimum of 11 tractors with two qualified drivers per tractor to support CH- and RH-TRU waste shipments over the designated routes. The Contractor shall retain capabilities to ship utilizing the specified number of tractor driving teams at all times. The Contractor shall retain sufficient driver tractor teams to account for equipment failure, sickness, vacations and other leaves of absences. The drivers shall be expected to drive up to the DOT maximum driver hour availability specified in 49 CFR 395.

3.2.2. The Contractor shall provide, as part of operating and maintaining the terminal, a support staff for logistical and scheduling support of the WIPP site to accommodate delivery of one or more tractor(s) and driving team(s) within a 4-hour notice as scheduled by the Department.

3.2.3. The Contractor shall provide logistical and scheduling support 24-hours, seven days per week. The support staff shall interact on a daily basis with the On-Call CBFO Transportation Manager and the WIPP Shipping Coordination Office to coordinate and schedule shipments and other transportation activities. Although the Contractor will normally be providing an inspected tractor and trailer to the WIPP pursuant to a Transportation Schedule, there will be occasions when this schedule may be modified with short notice. Trailers may be stored at the WIPP site and/or the Contractor's terminal and shall be inspected by the Contractor prior to departure.

3.2.4. The Contractor shall provide the capability to add up to 19 tractors with 38 qualified drivers and associated maintenance for additional tractors and up to 40 additional trailers at the request of CBFO as specified in Section B.

3.2.5 The terminal facility must have access control. Requirements that are applicable include, but not limited to DOE Physical Protection Manual, DOE Manual 470.4-2 Physical Protection, particularly Chapter IV, Paragraph 1, and 1a. and Paragraph 3 (all). The contractor is required to comply with the PWS and all required security measures contained in the solicitation, including those contained in statutes, regulations, directives, manuals, and orders.

3.3. TRACTOR SERVICES

3.3.1. The Contractor shall furnish the equipment necessary to transport CH- and RH-TRU waste shipments according to the following specifications.

3.3.1.1. The length and weight of the tractor provided by Contractor shall be such that the overall length and weight of tractor, trailer, and payload shall meet all applicable DOT requirements for normal single-trailer shipments. The Contractor shall use tractors meeting the minimum specifications delineated below.

3.3.1.2. The Contractor shall not exceed the DOT weight limitation of 80,000 pounds except as described in Section C.2.2 and Section C.2.3. This weight limit applies to the loaded tractor, trailer, shipping packages, and payload. The Contractor shall be responsible for limiting the gross tractor weight to 19,700 pounds to ensure the DOT weight limitation is not exceeded.

3.3.1.3. The Contractor shall use a tractor that has sufficient horsepower to maintain speed limit on a 3% upgrade with a maximum load and governed to a maximum speed limit of 65-MPH.

3.3.1.4. The Contractor shall furnish and equip all tractors with safety equipment (including fire extinguishers, first aid kit, triangles, etc.), tire chains (cables), spare tire(s), and any other equipment deemed necessary by Federal or State laws. Safety equipment on all power units shall be in accordance with 49 CFR 393.95 "Emergency Equipment on [All Power Units](#)".

Deleted: a

3.3.1.5. The Contractor shall furnish and equip all tractors with a satellite telephone; cellular telephone; TRANSCOM system inclusive of Panic Button capability; and a 40-channel two-way citizens band radio.

3.3.1.6. The Contractor shall furnish and equip all tractors with five-range, digital or analog survey meter equipped with two detectors [a Geiger-Mueller open and closed window detector for beta-gamma radiation from 0.001 milli-seiverts per hour (0.1 mrem/hr) to 2 milli-seiverts per hour (200

SOLICITATION DE-SOL-0002446

mrem/hr) and an open window, pancake detector to detect alpha-beta-gamma radiation at a level of 0-5,000 counts per minute.] Performance shall meet or exceed that of a Ludlum Model 3 or Model 14-C survey meter (i.e. Ludlum 2241-2 digital detector) equipped with N44-38 - energy compensated Geiger-Mueller and N44-9 pancake Geiger-Mueller detectors. The survey meter and detectors calibrations are the responsibility of the Contractor.

3.3.1.7. The Contractor shall equip each tractor with a mounted, continuous loop, digital, on-board, tamper-proof, closed-circuit video system to monitor events taking place immediately in front of the tractor. The video system must record a minimum of one-hour segments.

3.3.1.8. The tractors shall be equipped with anti-lock brakes, power steering, a sleeper, air-ride suspension, parking brakes on both rear axles, mud-flaps on both front and rear wheels, auxiliary braking system ("Jake brake"), and a low profile heavy duty sliding fifth wheel.

3.3.1.9. The tractors shall be equipped with electronic data logging that complies with DOT regulations for tracking driver hours of service, subject to approval of CBFO.

3.3.1.10 The tractor shall be equipped with one Recovery Strap per Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007.

3.3.1.11. The Contractor shall provide the capability to add up to 19 tractors at the request of CBFO as specified in Section B.

3.4. MAINTENANCE SERVICES

3.4.1. The Contractor shall provide all required tractor and trailer maintenance in accordance with the manufacturer's recommended maintenance or Contractor approved written procedures (CBFO approves trailer maintenance procedures), and CVSA. Routine or major maintenance shall be provided in a timely manner so as to avoid any delay in the Transportation Schedule. The Contractor shall ensure there is an adequate number of inspected/maintained GFP trailers to support the Transportation Schedule. In addition, the Contractor shall prepare a section within the Transportation Management Plan entitled Maintenance Program as referenced in 4.1 below to address each of the following areas of maintenance.

Deleted: provide

3.4.1.1. Pre- and post-trip inspections performed to ensure compliance with CVSA Level VI inspection standards.

3.4.1.2. A specific maintenance procedure shall be developed for each trailer type and tractor model, and a specific maintenance schedule for each tractor and each trailer. The trailer maintenance shall, as a minimum, meet the requirements of the trailer Operations and Maintenance (O&M) Manual. The contractor shall be required to complete a Driver Vehicle Inspection Record (DVIR) per DOT for each trip (pre and post) a trailer is used in the performance of this contract. If discrepancies are noted, an electronic version of the DVIR shall be provided to the CBFO and the other carrier contractor in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist."

3.4.1.3. The Contractor shall maintain verifiable maintenance records and verifiable inspection records on each tractor and trailer. Maintenance records shall detail all maintenance actions taken on each unit. Inspection records shall include Contractor and state inspection results before, after, and, if applicable, during each shipment.

3.4.1.4. The Contractor shall be capable of replacing tractors within eight hours while enroute with a loaded shipment. In the event of an emergency requiring a replacement tractor, the replacement tractor shall meet all DOT requirements prior to being placed in service and pass a CVSA Level VI inspection prior to being placed in service. TRANSCOM would not have to be installed. However, communications must be maintained every two hours via the cell phone and/or satellite telephone. The state in which the tractor is replaced shall be provided an opportunity to perform a CVSA inspection.

3.4.1.5. The Contractor shall document equipment breakdowns, replacements, or operating difficulty enroute between the site of origin and destination. A monthly summary report shall be furnished to the CBFO.

Deleted: will

SOLICITATION DE-SOL-0002446

3.4.1.6. Procedures for preventing enroute maintenance breakdowns shall be developed by the Contractor to maintain a one percent (1%) or less monthly tractor-trailer set downtime rate. Required stops for inspections, regularly scheduled stops, and regularly scheduled preventative maintenance are not considered in the downtime calculations specified by Section 3.4.1.8. The Contractor shall record the actual down time rate in the monthly summary report as previously referenced.

3.4.1.7. The Contractor shall receive approval from CBFO for color scheme and markings of tractors and trailers. Tractor color scheme shall be compatible with the Government furnished trailers.

3.4.1.8. The Contractor shall use the following formula to calculate downtime rates:

$$\text{Downtime Rate} = \frac{\text{Hours of Downtime}}{\text{Hours of Usage}} \times 100$$

"Hours of Downtime": total number of hours a tractor and/or trailer (equipment) is not available to make and/or complete a shipment in a contract month. INCLUDES mechanical breakdowns until the equipment is operational or replaced by an operational piece of equipment. DOES NOT INCLUDE delays due to inclement weather; generator site delays or WIPP site delays not caused by the carrier contractor; required stops for inspections; and regularly scheduled stops.

"Hours of Usage": total number of hours the tractors and trailers (equipment) were used to make and/or complete shipments in a contract month. INCLUDES the amount of time the equipment (i.e., tractors and trailers) is utilized as scheduled on the day of departure. DOES NOT INCLUDE delays due to inclement weather; generator site delays or WIPP site delays not caused by the carrier contractor.

This calculation shall be provided to the Government in the monthly summary report list in Section J.1, Attachment B.

Deleted: will

3.4.1.9. If the Contractor exceeds 1 percent downtime rate as calculated above, this shall constitute one of the bases for issuance of a cure notice and/or termination for default and/or any other action the Department determines to be necessary including ordering work that would otherwise have been ordered from the contractor, from another WIPP transportation contractor, resulting in the contractor receiving less work than intended under the contract.

3.4.1.10. The Contractor shall provide the capability to provide maintenance for up to 19 additional tractors and 40 additional trailers at the request of CBFO as specified in Section B.

3.4.1.11. The Contractor shall be responsible for the operational maintenance of the packaging tie-downs. Additional detail is provided in WP 08-PT.04, the Packaging Trailer O&M Manual. The replacement packaging tie-downs and new packaging tie-down parts will be provided as Government furnished property.

3.5. DRIVER SERVICES

3.5.1. Driver Qualifications

3.5.1.1. The Contractor shall provide drivers that are U.S. citizens. Drivers shall meet all the DOT driver licensing, security, training and physical qualification requirements for drivers that will be hauling radioactive/hazardous shipments and the additional CBFO driver requirements as specified below.

Deleted: are

3.5.1.2. At least 10 days prior to initiating the CBFO training program in Section 3.5.2, the Contractor shall demonstrate to the Contracting Officer, in writing, how each driver meets DOT requirements and the following additional general qualifications set forth below. The Contractor shall use the qualification checklist in Appendix 2 (Driver Qualification Checklist) and submit it to the Contracting Officer prior to any driver driving WIPP shipments. The CBFO reserves the right to reject any driver.

SOLICITATION DE-SOL-0002446

3.5.1.3. Drivers shall have logged a minimum of 100,000 miles per year in two of the last five years in a commercial semi-tractor trailer combination over-the-road operation or a minimum of 325,000 in five years. The carrier may request a review of driving hours of service when mileage records are not available. If a proposed driver has driven under the WIPP qualified driver program in the recent past and does not meet the mileage requirement the carrier may request a waiver of this requirement from the DOE Contracting Officer.

3.5.1.4. Drivers shall not have received a chargeable incident or be convicted of a moving violation in a commercial motor vehicle within the last five years. The Contractor shall consider the driving history of potential drivers for the past five years in their private vehicles and document the review. Drivers shall not have repeated chargeable incidents, repeated convicted moving violations, or a single Driving While Intoxicated (DWI) or Driving Under the Influence (DUI) conviction in their private vehicles in the last 10 years. Drivers shall not have been convicted of a felony.

3.5.1.5. Drivers shall be fingerprinted in accordance with DOT regulations and DOE Security. Drivers shall undergo a Drug/Alcohol screening immediately following any accident.

3.5.1.6. For the duration of this contract, the Contractor shall maintain a strict driver penalty system for moving violations and deviations from routes. A driver shall not be allowed to continue to transport waste under this contract under any of the following conditions:

- Conviction of a moving violation in a commercial motor vehicle
- Unauthorized second deviation from route
- Third failure to make mandatory WIPP CMR/TRANSCOM shipment notifications
- Chargeable accident in a commercial vehicle
- Second constant surveillance violation
- Maintaining repeated inadequate or deliberately fraudulent driver logs or other records
- Conviction of a felony
- Drug/Alcohol screening violation
- Conviction of a DWI or DUI in a commercial or private motor vehicle

Repeated or serious moving violations in a personal vehicle may also result in a driver not being allowed to continue to transport waste under this contract.

3.5.1.7. The Contractor shall establish written policies to ensure that drivers maintain a professional appearance at all times. The Contractor shall provide the drivers with a standard uniform. Uniforms shall be worn at all times while performing work under this contract.

3.5.2. Driver Training Program

3.5.2.1. The Contractor shall maintain a driver training program. Each driver prior to performing transportation services under this contract must successfully complete all DOT required training and the training described below.

3.5.2.2. CBFO will provide the following training to the drivers in Carlsbad or at the WIPP site upon award of the contract, if required, and as necessary thereafter:

| Type of Training | Estimated Duration | Refresher |
|--|--------------------|-----------|
| Operation of TRUPACT-II Tie Downs | 2 hours | N/A |
| Use of Radiation Detection Instruments | 1 hour | Annually |
| WIPP General Employee Training | 2 days | Annually |
| Adverse Weather & Safe Parking Protocols | 2 hours | N/A |
| Public Affairs Training | 2 hours | N/A |
| WIPP First Responder & Incident Command Training | 2 days | N/A |
| Radiation Worker Training | 2 days | Annually |
| Use of TRANSCOM Tracking Systems | 1 hour | N/A |
| Security | 1 hour | Annually |

3.5.2.3. The Contractor shall obtain Contracting Officer approval of its proposed training program within the Transportation Management Plan which shall include the training topics as listed in the

SOLICITATION DE-SOL-0002446

table below. The contractor shall provide the training for these topics annually or as required.

Type of Training Estimated Duration

| | |
|--|---------|
| Shipping Packaging/Package Recovery Procedures | 4 hours |
| CVSA Level VI Training | 3 weeks |
| Decision Driving Training | 1 day |
| Use of Satellite Telephone and Hand Held Radio | 1 hour |
| Quality Assurance | 1 hour |
| Integrated Safety Management | 1 hour |
| Electronic Log Book | 2 hours |
| GPS Route Designation Equipment | 1 hour |

3.5.2.4 The Contractor shall provide the capability to train and qualify up to an additional 38 drivers at the request of CBFO as specified in Section B.

3.5.2.5. The WIPP Operations may undergo an annual maintenance outage during which time the contractor may be able to complete refresher training, however, the Contractor is still responsible for providing the required Transportation Services during such an outage, i.e. intersite shipments.

Deleted: The WIPP operations undergo an annual maintenance outage during which time the contractor may be able to complete refresher training.

3.5.2.6 The Contractor is responsible for assuring drivers that performed driver services under a previous WIPP Transportation Services contract meet the training requirements specified in the PWS, in addition to the training required by the Contractor's own internal procedures, if any.

Deleted: ra

4. DATA/REPORT REQUIREMENTS/QUALITY ASSURANCE

4.1. TRANSPORTATION MANAGEMENT PLAN

The Contractor shall prepare a Transportation Management Plan detailing the operations to be undertaken in order to fulfill the requirements of this PWS. The Transportation Management Plan shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist" and shall be updated annually, or more frequently as changes necessitate. The Transportation Management Plan shall contain (at a minimum) the following topics:

- Management Organization
- Administration
- Permitting Program
- Driver Screening and Hiring
- Pre-trip and Post-trip CVSA Inspection requirements
- Emergency Response
- Emergency Procedures (Implementing DOE/CAO-94-1039)
- Maintenance Program
 - Maintenance and Inspection Procedures
 - Proposed Maintenance Schedule
 - Nationwide Maintenance Network
 - Maintenance Personnel Qualifications
 - Adequacy of Proposed Maintenance Support
 - Enroute Replacement of Tractors
 - Enroute Replacement of Trailers
- Security
- Driver Training
- Quality Assurance Records Management
- Plan for < 1% Vehicle Down Time Rate
- Safety Program/Integrated Safety Management
- List of insured equipment and proof of insurance in accordance with H.12 entitled "Lawful Performance, Operating Authority, and Insurance."
- Package Recovery
- Communications
- Quality Assurance

- Fitness for Duty with drug/alcohol screening for all incidents

4.2. SUB-TIER DOCUMENTS

The Contractor may develop and incorporate by reference sub-tier documents to the Transportation Management Plan.

4.3. TRANSITION PLAN

4.3.1. The Contractor shall prepare a Transition Plan from award date to assumption of contract responsibilities. The Transition Plan shall provide sufficient detail for all transition activities, including but not limited to: a schedule for orderly assumption of contract responsibilities, coverage of key functional areas during the transition period, and other transition activities such as acquisition of terminal and tractors, hiring and training of drivers, and development of required plans and procedures. The Transition Plan shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist".

4.3.2. If the Contractor does not receive the written notices specified in Section I clause "FAR 52.217-8 Option to Extend Services (NOV 1999)" and "FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000), then within 60 days from the end date of the current contract or option ordering period specified in Section B, or current task order(s) performance period, whichever comes later; the Contractor shall submit a revision to the Transition Plan (herein referred to as the Exit Transition Plan), described above, to include its approach to adequately phase-out all contract and task order activities. Upon DOE approval of the Exit Transition Plan, the Contractor shall successfully complete the activities described in the plan by the end date of the contract or option ordering period specified in Section B, or task order(s) performance period, whichever comes later. The Exit Transition Plan shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist".

Deleted: revised

4.4. SECURITY PLAN

The Contractor shall provide a security plan that meets CBFO and the DOT requirements covering transportation and support facilities. This security plan shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist" to the contract subject to approval by CBFO.

Deleted: The Contractor shall prepare a Transition Plan, which includes a phase-in period not to exceed 90 60 days from award date to assumption of transportation responsibilities. The Transition Plan shall provide sufficient detail for all transition activities, including but not limited to: a schedule for orderly assumption of contract responsibilities, coverage of key functional areas during the phase-in period, and other transition activities such as acquisition of terminal and tractors, hiring and training of drivers, and development of required plans and procedures. The Transition Plan shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist". ¶

4.5. GOVERNMENT FURNISHED PROPERTY REPORTING REQUIREMENTS

In accordance with FAR clause 52.245-1 entitled "Government Property (Aug 2010), the following reports have been determined required under this contract:

1. Reports of loss, damage, destruction or theft of property per FAR 52.245-1 (f)(1)(vi); and
2. Final physical completion or termination inventory per FAR 52. 52.245-1 (f)(1)(iv).

¶ 4.3.2. At the end of the performance period, the Contractor shall submit its exit transition plan to include its approach to adequately transition all contract activities. Upon approval of the revised exit transition plan, the Contractor shall implement the approach as described in the Exit Transition pPlan. ¶

4.6. QUALITY ASSURANCE PLAN

The Contractor shall submit a Quality Assurance (QA) plan in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist" that complies with the CBFO QA Program Document (QAPD DOE/CBFO-94-1012) and DOT requirements. The QA Plan shall consist of the following elements at a minimum:

4.6.1. Organization

Effective implementation of a QA program is dependent on management functional responsibilities, levels of authority and lines of communication for activities affecting quality. Management is responsible for establishing and implementing policies, plans, and procedures that control the quality of work, consistent with the provisions of the CBFO QAPD.

Deleted: 48 CFR 945 shall be submitted on the forms provided by DOE in accordance with 48 CFR 945 and the forms' instructions. DOE is responsible for providing the forms to the contractor. The reports are to include all capital equipment and sensitive items furnished under this contract.

Formatted: Indent: Left: 0.13"

4.6.2. Design Control

SOLICITATION DE-SOL-0002446

Design Control as pertinent to maintenance and repair of Government furnished property (fleet trailers and tiedowns) shall comply with the manufacturers' recommendations. Substitution of non-identical replacement parts or modification of parts on GFP shall be approved by CBFO prior to use.

Deleted: tractors

4.6.3. Inspections, Procedures, and Drawings

Activities affecting work quality will be performed in accordance with guidance furnished in the Transportation Management Plan and the tractor and trailer O & M Manuals.

4.6.4. Document Control

The preparation, issue, and change of documents that specify quality requirements or prescribe activities affecting quality shall be controlled to assure that correct documents are being utilized, e.g., management plan, security plan, or quality assurance plan.

4.6.5. Identification and Control of Items

Controls shall be established to assure that only correct and accepted items are used or installed, including control of suspect counterfeit items as required by DOE Order 414.1.

4.6.6. Control of Processes

Processes affecting quality of items or services shall be controlled. Only individuals qualified in accordance with the Contractor's Transportation Management Plan shall perform maintenance of tractors and trailers.

Deleted: will

4.6.7. Inspections

Inspections verifying conformance of an item or activity to specified requirements shall be planned and executed. Characteristics to be inspected and inspection methods to be employed shall be specified.

4.6.8. Inspection, Measuring and Test Equipment

Instruments and other measuring and test equipment for activities affecting quality shall be controlled, calibrated and adjusted to maintain accuracy within required limits.

4.6.9. Control of Non-conforming Items

Items that do not conform to specified requirements shall be controlled to prevent inadvertent installation or use by marking, tagging, segregation or other methods.

4.6.10. Corrective Actions

Conditions adverse to quality identified through assessments, audits, or incidents shall be documented and reported to the Contracting Officer and the Contracting Officer's Representative (COR). Corrective Action Reports (CAR) and Corrective Action Plans (CAP) shall be organized and implemented in the same manner as DOE/CBFO Procedure MP 3.1

4.6.11. Quality Assurance Records

Records that furnish documentary evidence of quality shall be specified, prepared and maintained. Records shall be protected against damage, deterioration, or loss. The contractor shall ensure records classified as Quality Assurance (QA) records under CBFO QA Program Document (QAPD DOE/CBFO-94-1012) are categorized appropriately and managed in accordance with CBFO QA Program Document, Section 1.5 (QAPD DOE/CBFO-94-1012) and are traceable to the applicable item, activity or facility.

4.6.12. Audits

Management assessments and annual audits are required to verify compliance with the quality

SOLICITATION DE-SOL-0002446

program. The QA Manager or designee shall conduct the audits in accordance with written procedures or checklists.

Deleted: will

4.7 INTEGRATED SAFETY MANAGEMENT SYSTEM (ISMS)

The contractor shall prepare and implement a graded approach for an Integrated Safety Management System. An ISMS description shall be submitted in accordance with DOE M 450.4, this PWS, Section I clause DEAR 970.5223-1 and Section J.1, Attachment B, "Reporting Requirements Checklist."

4.7.1 Job Hazards Analysis (JHA)

The contractor shall perform a written JHA for work performed at each DOE location. The JHA shall be submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist." The JHA must be updated as appropriate and as required by the contract and submitted in accordance with this PWS and Section J.1, Attachment B, "Reporting Requirements Checklist."

5. REIMBURSABLE TRU WASTE TRANSPORTATION SERVICES

5.1. FUEL, STATE USE FEES AND PERMITS

Tractor fuel expenses which include chemicals such as diesel exhaust fluid (DEF) that are required by federal standards, state use fees, and permit expenses incurred in performance of this contract will be reimbursed.

5.2. NEW MEXICO GROSS RECEIPTS TAX

Actual expenses incurred and paid by the Contractor for the State of New Mexico Gross Receipts taxes that are specifically allowable and allocable to this contract will be reimbursed.

5.3. PER DIEM

If a training exercise/public awareness event requires the driver to be away from the terminal longer than 12 hours, per-diem expenses may be allowed. If circumstances enroute result in delays of 12 hours or longer, per-diem expenses may also be allowed. Any allowable per-diem incurred under this contract is reimbursable based on actual costs not to exceed the Government per-diem rates contained in the Federal Travel Regulations. Per-diem costs shall only be reimbursable under this contract while performing services under the contract.

5.4 MAINTENANCE OF ADDITIONAL, UNASSIGNED TRAILERS

The contractor shall provide required DOT maintenance and inspections for unassigned trailers such as mobile loading unit trailers, non-waste carrying trailers, or any other trailers identified by CBFO not included in the non-cost reimbursable line items in Section B (i.e. Section B.2.1.1 for the base period). Any allowable maintenance costs for unassigned trailers incurred under this contract will be reimbursable.

Deleted: and B.2.1.2

6. APPLICABLE STATUTORY AND REGULATORY REQUIREMENTS AND OTHER GUIDANCE

The Contractor shall comply with all applicable statutory and regulatory requirements (DOT, NRC, OSHA, RCRA, DHS), DOE Directives, and other guidance and agreements including but not limited to the following documents:

| DOE Documents (Latest Revision Applies) | Document Date |
|---|--------------------------|
| • CH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.04 | 3/15/07 |
| • RH Packaging Trailer Operations and Maintenance Manual, WP 08-PT.13 | 11/19/11 |
| • Quality Assurance Program Document; DOE/CBFO-94-1012 | 6/30/10 |
| • Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007 | 12/2009 |
| • Southern States Energy Board's Transportation Planning Guide for the U.S. | 1/2006 |

SOLICITATION DE-SOL-0002446

| | |
|--|--------------------------|
| Department of Energy's Shipments of Transuranic Waste | |
| • TRU Waste Transportation Plan, DOE/CBFO 98-3103 | 12/2002 |
| • Western Governors' Association Waste Isolation Pilot Plant Transportation Safety Program Implementation Guide | 7/2008 |
| • Waste Isolation Pilot Plant Incident/Accident Response Team Plan; WP 12-10 | 10/26/05 |
| • Environment, Safety and Health Reporting Manual, DOE Manual 231.1-1A, Appendix C, Individual Accident/Incident Report, DOE Form 5484.3 | 6/12/07 |
| • Commercial Vehicle Safety Alliance North American Standard Out-of-Service Criteria, http://www.cvsa.org | |
| • DOE Physical Protection Manual, DOE M. 470.4-2 A | 7/23/09 |
| • DOE Integrated Safety Management Manual, DOE M 450.4-1 | 11/1/06 |
| • DOE O 460.1C, Packaging and Transportation Safety | 5/14/10 |
| • DOE O 460.2-1A Radioactive Material Transportation Practices Manual | 6/4/08 |
| • DOE Motor Carrier Evaluation Program (MCEP) Plan and Procedures, 2009 (revised version anticipated for release during calendar year 2011) | 2009 |
| • DOE/WIPP 03-3223 TRU Waste Transportation Security Plan (sensitive document to be released after contract award and only as authorized by the DOE/CBFO Security Officer) | |

Deleted: <#>DOE O 460.1B, Packaging and Transport for Off-Site Shipment of Materials of National Security Interest

Applicable Statutes:

- 10 CFR 71 Packaging and Transportation of Radioactive Material
- 10 CFR 835, Occupational Radiation Protection
- 23 CFR part 658 Truck Size and Weight, Route Designations – Length, Width and Weight Limitations
- 29 CFR parts 1910 Occupational Safety and Health Standards, 1918 Longshoring Industry, 1926 Construction Industry
- 40 CFR part 263 Standards Applicable to Transporters of Hazardous Waste
- 49 CFR parts 100-185 Hazardous Materials Regulations
- 49 CFR parts 300-399 Federal Motor Carrier Safety Regulations

7. Appendices

Appendix 1 – TRU Waste Storage Sites, Locations, and Mileage

Appendix 2 – Driver Qualification Checklist

Appendix 3 – Sample Transportation Schedule

Appendix 4 – Government Furnished Trailers

Appendix 5 – Sample Tractor Inspection Checklist

APPENDIX 1

TRU Waste Storage Sites, Locations, and Mileage

| Direct Shipments to WIPP Locations | Location | Distance to WIPP (miles) |
|---|------------------|--------------------------------|
| Argonne National Laboratory-East (ANL-E) | Argonne, IL | 1729 |
| Bettis Atomic Power Laboratory (BAPL) | West Mifflin, PA | 2191 |
| Hanford Reservation (Hanford) | Richland, WA | 1866 |
| Idaho National Laboratory (INL) | Idaho Falls, ID | 1541 |
| Los Alamos National Laboratory (LANL) | Los Alamos, NM | 398 |
| Oak Ridge National Laboratory (ORNL) | Oak Ridge, TN | 1440 |
| Office of River Protection (ORP) | Richland, WA | 1866 |
| Savannah River Site (SRS) | Aiken, SC | 1574 |
| Intersite Shipping Locations | Location | Distance between Sites (miles) |
| Ames Laboratory (Ames) | Ames, IA | ~1500 |
| Argonne National Laboratory-East (ANL-E) | Argonne, IL | |
| Babcock & Wilcox - NES (B&W Lynchburg) | Lynchburg, VA | |
| Bettis Atomic Power Laboratory (BAPL) | West Mifflin, PA | |
| Knolls Atomic Power Laboratory (KAPL) | Niskayuna, NY | |
| Lawrence Livermore National Laboratory (LLNL) | Livermore, CA | |
| Nevada Nuclear Security Site (NNSS) | Mercury, NV | |
| NRD (LLC) | Grand Island, NY | |
| Paducah Gaseous Diffusion Plant (PGDP) | Paducah, KY | |
| Sandia National Laboratories (SNL) | Albuquerque, NM | |
| Separations Process Research Unit (SPRU) | Niskayuna, NY | |
| West Valley Demonstration Project (WVDP) | West Valley, NY | |

Deleted: Schenectady, NY

NOTE: Intersite Shipments are defined as shipments from Intersite Shipping Locations to locations identified within the Direct Shipments to WIPP Locations column.

APPENDIX 2

Driver Qualification Checklist

CONTRACT DRIVERS APPLICATION REVIEW CHECKLIST

Page 1 of 2

Carrier Name _____ Review Date: ____/____/____

Drivers Name _____

This review is to establish that the applicant driver meets the minimum regulatory requirements and contract requirements. Documentation must be available to support the answers upon request. This form shall be submitted to the Contracting Officer (CO) and approved prior to the driver performing WIPP Shipments.

1. Driver verified as a U.S. citizen.
☐ YES ☐ NO
2. Application for employment is on file. (49 CFR 391.21)
☐ YES ☐ NO
3. Verify that a written record of contact with past employers exists. (49 CFR 391.21)
☐ YES ☐ NO
4. Driving record inquiry is on file. (49 CFR 391.25)
☐ YES ☐ NO
5. Previous employment inquiries are on file. (49CFR391.23)
☐ YES ☐ NO
6. Road test certification (49 CFR 391.31 or 33)
☐ YES ☐ NO
7. Medical Examination Certification (49CFR 391.41)
☐ YES ☐ NO
8. Annual certification of traffic violations (49CFR 391.27)
☐ YES ☐ NO
9. Annual review of driving records (49 CFR 391.25)
☐ YES ☐ NO
10. Drivers license (49 CFR 383.23) Class 'A' CDL with hazmat endorsement.
 STATE: _____
☐ YES ☐ NO
11. Drivers shall have logged a minimum of 100,000 miles per year in two of the last five years in a commercial semi-tractor trailer combination over-the-road operation or a minimum of 325,000 in five years. (Contract Requirement)
☐ YES ☐ NO
12. Drivers shall not have received a chargeable incident or be convicted of a moving violation in a commercial vehicle within the last five years. The driving history for the past five years in their private vehicle has been reviewed and documented. Drivers shall not have repeated chargeable incidents, repeated moving violation convictions or a single DWI or DUI in their private or commercial motor vehicle in the last 10 years. (Contract Requirement)
☐ YES ☐ NO
13. Negative pre-employment drug testing results.
☐ YES ☐ NO

Page 2 of 2

14. a. Has the driver been convicted of a felony? (Contract requirement)
☐ YES ☐ NO
- b. Have you verified it with the State of New Mexico?
☐ YES ☐ NO
15. Finger print and background checks are complete.
☐ YES ☐ NO
16. Driver Training is complete. (Contract requirement)
☐ YES ☐ NO
17. Has Driver been issued Thermoluminescent Dosimeter (TLD)
☐ YES TLD# _____
☐ NO

Date Completed

- Operation of Packaging Tie Downs
- Use of Radiation Detection Instruments
- WIPP General Employee Training
- Adverse Weather and Safe and Safe Parking Protocols
- Public Affairs Training
- WIPP First Responder & Incident Command Training
- Radiation Worker Training
- Use of TRANSCOM Tracking Systems
- Security [49 CFR 172.704(a)(4) and (5)]
- Shipping Packaging/Package Recovery Procedures
- Commercial Vehicle Safety Alliance
- Enhanced Vehicle Inspector Training
- Decision Driving Training
- Use of Satellite Telephone and Hand Held Radio
- Quality Assurance
- HAZMAT and PCB Training [49 CFR 171.8, 172.704(c), 177.816 and 397.10(e)]

Comments:

Reviewer: _____ / ____ / ____
Printed Name Date

Printed Name

Date _____

Signature

Approved: _____ / / _____
Contracting Officer or Designated Representative (Printed Name) Date

Contracting Officer or Designated Representative (Printed Name)

Date _____

Signature

SOLICITATION DE-SOL-0002446

APPENDIX 3

Sample Transportation Schedule

**U.S. Department of Energy, Carlsbad Field Office
National TRU Program
Carlsbad, NM 88221**

WIPP Eight Week Rolling Schedule (Sample)

| Departure | Shipment# | Trip | Carrier | Pkgs | Comments | Arrival |
|-------------------------------------|------------|-----------------|---------|------|---|----------------|
| Thursday, January 27, 2011 | | | | | | |
| 08:00 | BTWP110042 | Hanford to WIPP | VS | 0 | Bobtail back to WIPP after taking empty equipment from INL to Hanford. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993 "intersite" | 1/29/11 @ 0200 |
| Friday, January 28, 2011 | | | | | | |
| 08:00 | MTEP10004 | WIPP to EPD | WTS | 3 | TRUPACTs/halfPACTs/CASK to EPD for annual maintenance. Contact @ (575) 234-8230 or 234-8993. | 1/28/11 @ 0900 |
| 13:00 | EP110008 | EPD to WIPP | WTS | 1 | Empty TRUPACTs/ HalfPACTs / CASK to WIPP NOTE these TRUPACTs are out of service. They are to be stored at WIPP indefinitely. | 1/28/11 @ 1400 |
| Saturday, January 29, 2011 | | | | | | |
| 18:00 | MTSR110003 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 1/31/11 @ 0000 |
| Sunday, January 30, 2011 | | | | | | |
| 18:00 | MTSR110004 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 2/01/11 @ 0000 |
| Monday, January 31, 2011 | | | | | | |
| 06:00 | BTIN110044 | WIPP to INL | VS | 0 | Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/01/11 @ 0600 |
| 06:00 | BTIN110045 | WIPP to INL | VS | 0 | Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/01/11 @ 0600 |
| 08:00 | MTINR11004 | WIPP to INTEC | VS | 1 | Empty CASK to INTEC. Contact Randy Kendrick 208-521-4183 or Shawn Tighe @ 208-521-1769. | 2/01/11 @ 0800 |
| 08:30 | SR110001 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/01/11 @ 1630 |
| 18:00 | MTSR110005 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 2/02/11 @ 0000 |
| 20:45 | TROR110002 | WIPP to ORNL | VS | 1 | Empty RH trailer to Oak Ridge. Contact Billy Roberts 865-809-3126. | 2/02/11 @ 0445 |
| Tuesday, February 01, 2011 | | | | | | |
| 04:00 | MTLA110004 | WIPP to LANL | CAST | 2 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211 | 2/01/11 @ 1300 |
| 08:30 | SR110002 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/02/11 @ 1630 |
| 15:00 | IN110001 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/03/11 @ 0100 |
| 15:00 | IN110005 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL. | 2/03/11 @ 0100 |
| 15:00 | INR11002 | INL To WIPP | VS | 1 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/03/11 @ 0100 |
| 18:00 | LA110003 | LANL to WIPP | CAST | 2 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/02/11 @ 0300 |
| 18:00 | MTSR110006 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 2/03/11 @ 0000 |
| Wednesday, February 02, 2011 | | | | | | |
| 04:00 | MTLA110005 | WIPP to LANL | CAST | 2 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211 | 2/02/11 @ 1300 |
| 06:00 | BTIN110046 | WIPP to INL | VS | 0 | Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/03/11 @ 0600 |
| 06:00 | BTIN110047 | WIPP to INL | VS | 0 | Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/03/11 @ 0600 |
| 08:30 | SR110003 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/03/11 @ 1630 |
| 10:00 | ORR11001 | ORNL to WIPP | VS | 1 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/03/11 @ 1600 |

SOLICITATION DE-SOL-0002446

| | | | | | | |
|-------------------------------------|------------|---------------|------|---|--|----------------|
| 18:00 | LA110004 | LANL to WIPP | CAST | 2 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/03/11 @ 0300 |
| Thursday, February 03, 2011 | | | | | | |
| 04:00 | MTLA110006 | WIPP to LANL | CAST | 3 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211 | 2/03/11 @ 1300 |
| 08:30 | SR110004 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/04/11 @ 1630 |
| 15:00 | IN110006 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL. | 2/05/11 @ 0100 |
| 15:00 | IN110007 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL. | 2/05/11 @ 0100 |
| 18:00 | LA110005 | LANL to WIPP | CAST | 2 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/04/11 @ 0300 |
| Saturday, February 05, 2011 | | | | | | |
| 18:00 | MTSR110007 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 2/07/11 @ 0000 |
| Sunday, February 06, 2011 | | | | | | |
| 18:00 | MTSR110008 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 2/08/11 @ 0000 |
| Monday, February 07, 2011 | | | | | | |
| 04:00 | MTLA110007 | WIPP to LANL | CAST | 3 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211 | 2/07/11 @ 1300 |
| 06:00 | BTIN110048 | WIPP to INL | VS | 0 | Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/08/11 @ 0600 |
| 06:00 | BTIN110049 | WIPP to INL | VS | 0 | Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/08/11 @ 0600 |
| 08:00 | MTINR11005 | WIPP to INTEC | VS | 1 | Empty CASK to INTEC. Contact Randy Kendrick 208-521-4183 or Shawn Tighe @ 208-521-1769. | 2/08/11 @ 0800 |
| 08:30 | SR110005 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/08/11 @ 1630 |
| 18:00 | LA110007 | LANL to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/08/11 @ 0300 |
| 18:00 | MTSR110009 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 2/09/11 @ 0000 |
| Tuesday, February 08, 2011 | | | | | | |
| 04:00 | MTLA110008 | WIPP to LANL | CAST | 3 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211 | 2/08/11 @ 1300 |
| 08:30 | SR110006 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/09/11 @ 1630 |
| 15:00 | IN110002 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL. | 2/10/11 @ 0100 |
| 15:00 | IN110003 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/10/11 @ 0100 |
| 15:00 | INR11003 | INL To WIPP | VS | 1 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/10/11 @ 0100 |
| 18:00 | LA110007 | LANL to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/09/11 @ 0300 |
| 18:00 | MTSR110010 | WIPP to SRS | CAST | 3 | Empty TPs to SRS. Contact Leslie Lewis 575-234-8230 or Jennifer Smith 575-234-8993. | 2/10/11 @ 0000 |
| 20:45 | MTORR11003 | WIPP to ORNL | VS | 1 | Empty CASK and trailer to Oak Ridge. Contact Billy Roberts 865-809-3126. | 2/10/11 @ 0445 |
| Wednesday, February 09, 2011 | | | | | | |
| 04:00 | MTLA110009 | WIPP to LANL | CAST | 3 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211 | 2/09/11 @ 1300 |
| 06:00 | BTIN110050 | WIPP to INL | VS | 0 | Bobtail to INL to pick up shipment to WIPP. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/10/11 @ 0600 |
| 06:00 | MTIN110001 | WIPP to INL | VS | 3 | Empty TPs to INL. Contact 208-520-6249, if no answer, 208-557-7311, leave message. | 2/10/11 @ 0600 |
| 08:00 | MTINR11003 | WIPP to INTEC | VS | 1 | Empty CASK to INTEC. Contact Randy Kendrick 208-521-4183 or Shawn Tighe @ 208-521-1769. | 2/10/11 @ 0800 |
| 08:30 | SR110007 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/10/11 @ 1630 |
| 18:00 | LA110008 | LANL to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/10/11 @ 0300 |
| Thursday, February 10, 2011 | | | | | | |
| 04:00 | MTLA110010 | WIPP to LANL | CAST | 3 | Empty TPs to Los Alamos. Contact LANL @ 505-667-6211 | 2/10/11 @ 1300 |
| 08:30 | SR110008 | SRS to WIPP | CAST | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/11/11 @ 1630 |
| 10:00 | ORR11002 | ORNL to WIPP | VS | 1 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/11/11 @ 1600 |
| 15:00 | IN110004 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL. | 2/12/11 @ 0100 |
| 15:00 | IN110008 | INL to WIPP | VS | 3 | TRU Waste to WIPP. Contact CMRO @575-234-8457 NOTE: Shipping sequence out of order at request of INL. | 2/12/11 @ 0100 |
| 15:00 | INR11004 | INL To WIPP | VS | 1 | TRU Waste to WIPP. Contact CMRO @575-234-8457 | 2/12/11 @ 0100 |

APPENDIX 4

Government Furnished Trailers

All DOE TRUPACT trailers meet CVSA level VI inspection criteria. A joint inspection will be conducted by the DOE, the new carrier and old carrier contractors prior to turnover of the trailers.

| Identifier | Manufacturer | Model | Serial Number | TRL Number | LIC Number | | TYPE |
|------------|--------------|-----------|-------------------|------------|------------|---------|------------|
| S020251 | REINKE | 4410218CC | 4C6CC44223109117 | 323 | E-28282 | | CH TRUPACT |
| S020247 | REINKE | 4410218CC | 4C6CC4421A1070017 | 327 | E-28186 | | CH TRUPACT |
| S020248 | REINKE | 4410218CC | 4C6CC442431090118 | 326 | E-28278 | | CH TRUPACT |
| S020249 | REINKE | 4410218CC | 4C6CC442731090114 | 322 | E-28277 | | CH TRUPACT |
| S020253 | REINKE | 4410218CC | 4C6CC442531090113 | 321 | E-28276 | | CH TRUPACT |
| S020255 | REINKE | 4410218CC | 4C6CC442331090112 | 320 | E-28275 | | CH TRUPACT |
| S020256 | REINKE | 4410218CC | 4C6CC442231090120 | 328 | E-28280 | | CH TRUPACT |
| S020888 | REINKE | 3810218CC | 4C6CC382121010194 | 308 | E-28287 | 2 PLACE | CH TRUPACT |
| S020889 | REINKE | 3810218CC | 4C6CC382821010192 | 306 | E-28273 | 2 PLACE | CH TRUPACT |
| S020890 | REINKE | 3810218CC | 4C6CC382X21010193 | 307 | E-28272 | 2 PLACE | CH TRUPACT |
| S020891 | REINKE | 3810218CC | 4C6CC382821010189 | 303 | E-28257 | 2 PLACE | CH TRUPACT |
| S020892 | REINKE | 3810218CC | 4C6CC382X21010212 | 309 | E-28258 | 2 PLACE | CH TRUPACT |
| S020893 | REINKE | 3810218CC | 4C6CC382621010191 | 305 | E-28259 | 2 PLACE | CH TRUPACT |
| S020894 | REINKE | 3810218CC | 4C6CC382421010190 | 304 | E-28094 | 2 PLACE | CH TRUPACT |
| S020764 | REINKE | ATCT-42 | 4C6CC442821080075 | 301 | E-28098 | | CH TRUPACT |
| S020765 | REINKE | NONE | 4C6CC382321090078 | 302 | E-28099 | 2 PLACE | CH TRUPACT |
| S020022 | REINKE | 4410218CC | 4C6CC442931090129 | 337 | E-201209 | | CH TRUPACT |
| S020023 | REINKE | 4410218CC | 4C6CC442731090128 | 336 | E-201208 | | CH TRUPACT |
| S020024 | REINKE | 4410218CC | 4C6CC442331090126 | 334 | E-201206 | | CH TRUPACT |
| S020028 | REINKE | 4410218CC | 4C6CC442X31090124 | 332 | E-28285 | | CH TRUPACT |
| S020029 | REINKE | 4410218CC | 4C6CC442531090127 | 335 | E-201207 | | CH TRUPACT |
| S020030 | REINKE | 4410218CC | 4C6CC442131090125 | 333 | E-201205 | | CH TRUPACT |
| S020250 | REINKE | 4410218CC | 4C6CC442931090115 | 323 | E-28271 | | CH TRUPACT |
| S020252 | REINKE | 4410218CC | 4C6CC442031090116 | 324 | E-28281 | | CH TRUPACT |
| S020847 | REINKE | 4410218CC | 4C6CC442631090122 | 330 | E-28284 | | CH TRUPACT |
| S020973 | REINKE | 4410218CC | 4C6CC442731010410 | 376 | E-28266 | | CH TRUPACT |
| S020974 | REINKE | 4410218CC | 4C6CC442031010409 | 375 | E-201243 | | CH TRUPACT |
| S020980 | REINKE | NONE | 4C6CC442531120386 | 352 | E-201229 | | CH TRUPACT |
| S021018 | REINKE | NONE | 4C6CC442131120384 | 350 | E-201227 | | CH TRUPACT |
| S021019 | REINKE | NONE | 4C6CC442331120385 | 351 | E-201228 | | CH TRUPACT |
| S020981 | REINKE | 3810218CC | 4C6CC442631120395 | 361 | E-201232 | | CH TRUPACT |
| S020982 | REINKE | 3810218CC | 4C6CC442231120393 | 359 | E-201230 | | CH TRUPACT |
| S020983 | REINKE | 3810218CC | 4C6CC442431120394 | 360 | E-201231 | | CH TRUPACT |
| S020984 | REINKE | 3810218CC | 4C6CC442031120392 | 358 | E-201238 | | CH TRUPACT |
| S020985 | REINKE | 3810218CC | 4C6CC442731120390 | 356 | E-201236 | | CH TRUPACT |
| S020986 | REINKE | 3810218CC | 4C6CC442031120389 | 355 | E-201235 | | CH TRUPACT |
| S021020 | REINKE | 3810218CC | 4C6CC442931120391 | 357 | E-201237 | | CH TRUPACT |
| S021021 | REINKE | 3810218CC | 4C6CC442X31120397 | 363 | E-201240 | | CH TRUPACT |
| S021022 | REINKE | 3810218CC | 4C6CC442831120396 | 362 | E-201239 | | CH TRUPACT |
| S021023 | REINKE | 3810218CC | 4C6CC442131120398 | 364 | E-201241 | | CH TRUPACT |
| S021024 | REINKE | 3810218CC | 4C6CC442731120387 | 353 | E-201233 | | CH TRUPACT |
| S021025 | REINKE | 3810218CC | 4C6CC442931120388 | 354 | E-201234 | | CH TRUPACT |
| S020960 | REINKE | 3810218CC | 4C6CC442031010412 | 378 | E-201215 | | CH TRUPACT |

SOLICITATION DE-SOL-0002446

| Identifier | Manufacturer | Model | Serial Number | TRL Number | LIC Number | | TYPE |
|--------------|-------------------|-----------|-------------------------|------------|------------|--|-------------------|
| S020961 | REINKE | 3810218CC | 4C6CC442631010401 | 367 | E-201216 | | CH TRUPACT |
| S020962 | REINKE | 3810218CC | 4C6CC442131010399 | 365 | E-201217 | | CH TRUPACT |
| S020963 | REINKE | 3810218CC | 4C6CC442X31010403 | 369 | E-201218 | | CH TRUPACT |
| S020964 | REINKE | 3810218CC | 4C6CC442931010408 | 374 | E-201219 | | CH TRUPACT |
| S020965 | REINKE | 3810218CC | 4C6CC442431010400 | 366 | E-201220 | | CH TRUPACT |
| S020966 | REINKE | 3810218CC | 4C6CC442731010407 | 373 | E-201221 | | CH TRUPACT |
| S020967 | REINKE | 3810218CC | 4C6CC442331010405 | 371 | E-201222 | | CH TRUPACT |
| S020968 | REINKE | 3810218CC | 4C6CC442831010402 | 368 | E-201223 | | CH TRUPACT |
| S020969 | REINKE | 3810218CC | 4C6CC442131010404 | 370 | E--201224 | | CH TRUPACT |
| S020970 | REINKE | 3810218CC | 4C6CC442531010406 | 372 | E-201225 | | CH TRUPACT |
| S020971 | REINKE | 3810218CC | 4C6CC442231010413 | 379 | E-201226 | | CH TRUPACT |
| S020972 | REINKE | 3810218CC | 4C6CC442931010411 | 377 | E-201242 | | CH TRUPACT |
| S020025 | REINKE | 4410218CC | 4C6CC442031090133 | 341 | E-201247 | | CH TRUPACT |
| S020026 | REINKE | 4410218CC | 4C6CC442231090134 | 342 | E-201248 | | CH TRUPACT |
| S020850 | REINKE | 4410218CC | 4C6CC442831090123 | 331 | E-28286 | | CH TRUPACT |
| S020851 | REINKE | 4410218CC | 4C6CC442931090132 | 340 | E-201246 | | CH TRUPACT |
| S020852 | REINKE | 4410218CC | 4C6CC442431090121 | 329 | E-28283 | | CH TRUPACT |
| S020027 | REINKE | 4410218CC | 4C6CC442431090135 | 343 | E-201249 | | CH TRUPACT |
| S020849 | REINKE | 4410218CC | 4C6CC442531090130 | 338 | E-201244 | | CH TRUPACT |
| S020241 | REINKE | 4410218CC | 4C6CC442731100141 | 349 | E-201210 | | CH TRUPACT |
| S020242 | REINKE | 4410218CC | 4C6CC442531100140 | 348 | E-201211 | | CH TRUPACT |
| S020243 | REINKE | 4410218CC | 4C6CC442731100138 | 346 | E-201212 | | CH TRUPACT |
| S020244 | REINKE | 4410218CC | 4C6CC442931100139 | 347 | E-201213 | | CH TRUPACT |
| S020245 | REINKE | 4410218CC | 4C6CC442331100136 | 344 | E-201241 | | CH TRUPACT |
| S020246 | REINKE | 4410218CC | 4C6CC442531100137 | 345 | E-201250 | | CH TRUPACT |
| S020848 | REINKE | 4410218CC | 4C6CC442731090131 | 339 | E-201245 | | CH TRUPACT |
| MLU Trailers | | | | | | | |
| S022620 | TRANSCRAFT | | 1TT E5320 5 71082211 | N/A | E-22802 | | MLU |
| S022621 | TRANSCRAFT | | 1TT E5320 5 71082212 | N/A | E-22825 | | MLU |
| | Loadcraft | | 1LDK45206HB874201 | N/A | E-22747 | | MLU |
| C013857 | Loadcraft | | 1LDK45208HB874202 | N/A | E-22748 | | MLU |
| C015351 | Alloy | | 1ALST9284JS880910 | N/A | E-22801 | | MLU |
| RH Trailers | | | | | | | |
| C019811 | Mobilized Systems | | 1M9FS452XX1298001 | | E-22818 | | RH |
| S021437 | Talbert | | 40FG442961025092 | | E-28124 | | RH- Uprighting |
| S022601 | Talbert | | 40FG442961025092 | | E-28134 | | RH- Uprighting |
| S022628 | Talbert | | 40FG442071026147 | | E-22826 | | RH- Uprighting |
| S022665 | Talbert | | 40FG442X71027726 | | E-22827 | | RH- Uprighting |
| S022681 | Talbert | | 40FG442171027727 | | E-22806 | | RH- Uprighting |
| S022708 | Talbert | | 40FG442371028538 | | E-22844 | | RH- Uprighting |
| S022720 | Talbert | | 40FG442381028539 | | E-28274 | | RH- |

SOLICITATION DE-SOL-0002446

| Identifier | Manufacturer | Model | Serial Number | TRL Number | LIC Number | | TYPE |
|-------------|--------------|-------|-------------------|------------|------------|--|---------------|
| | | | | | | | Uprighting |
| S022730 | Talbert | | 40FG442X81028540 | | E-22817 | | RH-Uprighting |
| S022747 | Talbert | | 40FG442181028541 | | E-28749 | | RH-Uprighting |
| S022767 | Talbert | | 40FG442961025092 | | E-28197 | | RH-Uprighting |
| | | | | | | | |
| S021675 | Talbert | | 40FG0473811020608 | | E-55125 | | 10-160B |
| TRUPACT-III | | | | | | | |
| | REINKE | | 4C6CC442091100149 | 701 | E-28188 | | TRUPACT-III |
| | | | | | | | TRUPACT-III |
| | | | | | | | TRUPACT-III |
| | | | | | | | TRUPACT-III |
| | | | | | | | TRUPACT-III |
| | | | | | | | TRUPACT-III |
| | | | | | | | |
| | | | | | | | TP-III MLU |

APPENDIX 5 - Sample Tractor Inspection Checklist

Tractor Specifications and Equipment Checklist

Carrier _____ Tractor Number _____ Date _____

| PWS Section | Description | Yes | No | Partial | Comments |
|-------------|--|-----|----|---------|--|
| 3.3.1.1 | Length meets DOT requirements for single-trailer | | | N/A | |
| 3.3.1.2 | Maximum gross weight of 19,700 lbs. Including tractor, fuel, drivers, and all necessary equipment. | | | | Copy of weight from a certified scale to be presented. |
| 3.3.1.3 | Tractors have sufficient horsepower to maintain speed limit on a 3% with a maximum load and governed to a maximum speed limit of 65-MPH. | | | | Tractor Horsepower _____ Model number _____ Inspect printout or certification that governor is set at 65mph |
| 3.3.1.4 | Tractors are equipped with safety equipment as required per 49CFR393.95 (fire extinguisher, first aid kit, Reflective triangles) | | | | Triangles |
| 3.3.1.4 | Tractors are equipped with chains (cable), spare tire(s) and any other equipment deemed necessary by Federal or state laws/regulations. | | | | CABLES or CHAINS in Oregon specific numbers required |
| 3.3.1.5 | Tractors are equipped with satellite & cellular phones, TRANSCOM with panic button, and a 40 channel citizens band radio. | | | | |
| 3.3.1.5 | Verify TRANSCOM Operational | | | | |
| 3.3.1.6 | The tractors are equipped with a current technology, 5-range, digital or analog survey meter equipped with two detectors (a geiger-mueller open and closed window detector for beta-gamma radiation from 0.001 milli-Severts per hour [0.1 mrem/hr] to 2 milli-Severts per hour [200 mrem/hr]). | | | | Calibration stickers Due re-calibration _____ Serial # _____ Serial # _____ |
| 3.3.1.6 | Also an open window, pancake detector to detect alpha-beta-gamma radiation at a level of 0-5000 counts/minute.. Performance shall meet or exceed that of a Ludlum model 3 or model 14-C survey meter equipped with N44-38- energy compensated Geiger-Mueller and N44-9 pancake Geiger-Mueller detectors. | | | | Calibration Stickers Due re-calibration _____ Serial # _____ |
| 3.3.1.7 | The tractors are equipped with a mounted, continuous loop, on board video system to monitor events taking place immediately in front of the tractor. (Min of 1-hour segments) | | | | Sited camera Recording Media and duration |

SOLICITATION DE-SOL-0002446

| PWS Section | Description | Yes | No | Partial | Comments |
|--|--|-----|----|---------|--|
| 3.1.13.2.1 | The tractors are equipped with a spare video medium if required. | | | | |
| 3.3.1.8 | The tractor is equipped with the following: | | | | |
| | Anti-lock brakes | | | | |
| | Power steering | | | | |
| | Sleeper | | | | Bunk style |
| | Air-ride suspension | | | | |
| | Parking brakes on both rear axles | | | | |
| | Low profile heavy duty sliding fifth wheel | | | | |
| | Front & rear wheel mud flaps | | | | FULL FRONT & REAR FENDER WITH MUD FLAPS. |
| | Auxiliary braking system (Jake Brake) | | | | |
| 3.3.1.9 | Electronic Data Logger that complies with DOT and approved by CBFO | | | | Type and Access |
| 6.0 (Recovery Guide for TRU Waste Packages, DOE/CBFO 94-1007) | 1-Recovery Strap | | | | |
| | Recovery Lugs (Optional) | | | | |
| General | CBFO Documentation | | | | Recovery Guide ____ Security Plan ____ |
| | Company Documentation | | | | Permit Book ____ Company protocols ____ Emergency Contact Numbers ____ |

Checked by _____ Date _____

SECTION D

PACKAGING AND MARKING

D.1 PACKAGING

Preservation, packaging, and packing for shipment or mailing of all work deliverable hereunder shall be in accordance with good commercial practice and adequate to insure acceptance by common carrier and safe transportation at the most economical rates.

D.2 MARKING

- (a) Each package, report or other deliverable shall be accompanied by a letter or other document which:
 - (1) Identifies the contract by number under which the item is being delivered.
 - (2) Identifies the deliverable Item Number or Report Requirement which requires the delivered item(s).
 - (3) Indicates whether the Contractor considers the delivered item to be a partial or full satisfaction of the requirement.
- (b) For any package, report or other deliverable being delivered to a party other than the Contracting Officer, a copy of the document required in (a) above shall be simultaneously provided to the office administering the contract, as identified in Section G of the contract, or if none, to the Contracting Officer.

D.3 TRU WASTE SHIPMENTS

Preservation, packaging, and packing of TRU Waste shipments, shall be in accordance with the PWS and in compliance with all applicable laws and regulations.

SECTION E**INSPECTION AND ACCEPTANCE****E.1 FAR 52.252-2, CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

This contract incorporates one or more contracts by reference, in the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

<http://www.acquisitions.gov/far>

| Clause No. | FAR Reference | Title |
|------------|---------------|---|
| E.2 | 52.246-2 | Inspection of Supplies - Fixed-Price. (AUG 1996) |
| E.3 | 52.246-4 | Inspection of Services - Fixed-Price. (AUG 1996) |
| E.4 | 52.246-5 | Inspection of Services - Cost-Reimbursement. (APR 1984) |
| E.5 | 52.246-14 | Inspection of Transportation. (APR 1984) |

E.6 DOE-E-1001 Inspection and Acceptance

Inspection and acceptance of all items under this contract shall be accomplished by the Contracting Officer, the Contracting Officer's Representative (COR), or any other duly authorized Government representative identified by the Contracting Officer. The contractor will be notified in writing or by a copy of the delegation of authority if a different representative is designated.

E.7 Reports/Data

In addition to all other forms and conditions of this contract, the total price is based upon delivery and acceptance of all reports/data required in accordance with Section C, PWS.

SECTION F

DELIVERIES OR PERFORMANCE

F.1 Contract Ordering Periods

The base ordering period shall be 14 months from the date of award of this contract which includes a contract transition of 60 days. Four option ordering periods, if exercised, will extend the term of the contract by 12 months each as follows:

1. Base Ordering Period: 0 through 14 Months after Date of Award
2. Option Ordering Period 1: 15 through 26 months after Date of Award
3. Option Ordering Period 2: 27 through 38 months after Date of Award
4. Option Ordering Period 3: 39 through 50 months after Date of Award
5. Option Ordering Period 4: 51 through 62 months after Date of Award

Specific performance periods will be stated in each individual task order as specified in Section H.19 and FAR 52.216-18 "Ordering".

F.2 **Exercise of Options**

In accordance with Section I clause, FAR 52.217-8 "Option to Extend Services" (Nov 1999) and Section I clause, FAR 52.217.9 "Option to Extend the Term of the Contract" (Mar 2000), the Department of Energy has included four option periods to extend the term of this contract. In order to demonstrate the value it places on quality performance, the Department has provided a mechanism for continuing a contractual relationship with a successful Contractor that performs at a level which meets or exceeds quality performance expectations as communicated to the Contractor, in writing by the Contracting Officer or designated representative. When deciding whether to exercise the option(s), the Contracting Officer may consider: (1) the quality of the Contractor's performance under this contract; (2) if sufficient funding is available; (3) whether the requirement covered by the option fulfills an existing Government need; (4) whether the exercise of the option is the most advantageous method of fulfilling the Government's need, price and other factors considered; (5) the option was synopsized in accordance with FAR Part 5 unless exempted by 5.202(a)(11) or other appropriate exemptions in 5.202; and (6) the contractor is not listed on the Excluded Parties List System (EPLS).

F.3 **Principal Place of Performance**

The requirement requires the Contractor to perform at and between many DOE sites across the nation in shipping transuranic waste and performing other transportation services across the continental United States. The Contractor shall operate and maintain terminal and maintenance facility within seventy (70) miles of the Waste Isolation Pilot Plant, near Carlsbad, New Mexico.

F.4 **Deliverables**

The Contractor shall provide the plans, reports, and records specified in Section C – PWS in accordance with the schedule requirements specified Section J, Attachment B - "Reporting Requirements Checklist" of this contract and each individual task order.

F.5 **FAR 52.242-15 Stop-Work Order (AUG 1989)**

(a) The Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. The order shall be specifically identified as a stop-work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Contracting Officer shall either -

Deleted: Period of Performance

Deleted: 12

Deleted: to five years

Deleted: from the date of award of this contract

Deleted: 12

Deleted: 13

Deleted: 24

Deleted: 25

Deleted: 36

Deleted: 37

Deleted: 48

Deleted: 49

Deleted: 60

Deleted: and

Deleted: .

SOLICITATION DE-SOL-0002446

(1) Cancel the stop-work order; or

(2) Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the Government, clause of this contract.

(b) If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly, if -

(1) The stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and

(2) The Contractor asserts its right to the adjustment within 30 days after the end of the period of work stoppage; provided, that, if the Contracting Officer decides the facts justify the action, the Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

(c) If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the Government, the Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

(d) If a stop-work order is not canceled and the work covered by the order is terminated for default, the Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 Correspondence Procedures

To promote timely and effective administration, correspondence submitted under this contract shall include the contract number and shall be subject to the following procedures:

- (a) Technical Correspondence. Technical correspondence (as used herein, this term excludes technical correspondence where patent or technical data issues are involved and correspondence which proposes or otherwise involves waivers, deviations, or modifications to the requirements, terms, or conditions of this contract) shall be addressed to the DOE Contracting Officer's Representative (COR), see below paragraph (d) with an information copy of the correspondence to the DOE Contracting Officer (see below paragraph (c)).

- (b) Other Correspondence.

All correspondence, other than technical correspondence, shall be addressed to the DOE Contracting Officer, with information copies of the correspondence to the DOE COR.

- (c) DOE Contracting Officer Address. The Contracting Officer address is as follows:

U.S. Department of Energy, Carlsbad Field Office
Attn: Art Welton
P.O. Box 3090
Carlsbad, NM 88221-3090
Email: art.welton@wipp.ws

- (d) The COR's address is as follows:

U.S. Department of Energy, Carlsbad Field Office
Attn: J.R. Stroble
P.O. Box 3090
Carlsbad, NM 88221-3090
Email: j.r.stroble@wipp.ws

- (e) The Contractor shall use the COR as the point of contact on technical matters, subject to the restrictions of the clause entitled "Technical Direction" located in Section H.

- (f) Technical Reports. Procedures for technical reports are described in an attachment to the contract listed at Section J.

G.2 Billing Instructions

Contractors will use Standard Form 1034 *Public Voucher for Purchases and Services Other Than Personal*, located at <http://www.gsa.gov/portal/forms/type/SF> when requesting reimbursement for the services performed under this contract. *Contractors may submit vouchers as frequently as every two weeks for the cost reimbursable contract items specified in each task order. Contractors may submit requests for Contract Financing Payments in accordance with FAR clause 52.232-16 Progress Payments (Aug 2010) for the fixed price services contract line items specified in each task order.*

Contractors must submit vouchers electronically through the Oak Ridge Financial Service Center's (ORFSC) Vendor Inquiry Payment Electronic Reporting System (VIPERS). VIPERS allows vendors to submit vouchers, attach supporting documentation and check the payment status of any voucher submitted to the DOE. To obtain access to and use VIPERS, please visit the web page at <http://finweb.oro.doe.gov/vipers.htm>. Detailed instructions on how to enroll and use the system are provided on the web page. The submission of vouchers electronically will reduce correspondence and other causes for delay to a minimum and will facilitate prompt payment to the Contractor. Do not submit a paper copy of the voucher.

Deleted: (

Formatted: Font: 10 pt, Not Bold, Italic

Deleted:)

(a) Supporting Documentation

(1) Firm Fixed Price Billing Costs –

- i. The voucher must include an amount for the invoicing period that is representative of the services provided for the fixed price items specified in Section B.

(2) Cost Reimbursable Billing Costs -

- ii. The voucher must include a statement of cost and supporting documentation for services rendered for the cost reimbursable items specified in Section B. This statement should include, as a minimum, a breakout by cost or price element and task order (if applicable) of all services actually provided by the Contractor, both for the current billing period and cumulatively for the entire contract. Statement of Cost must be completed in accordance with the Contractor's cost accounting system.
- iii. Costs claimed must be only those recorded costs authorized for billing by the payment provisions of the contract.
- iv. Costs claimed for reimbursement (i.e. Fuel, State Use Fees and Permits, New Mexico Gross Receipts Tax, Driver Per-Diem, Safe Driving Bonus, Maintenance of Additional, Unassigned Trailers) on the Statement of Cost must be adequately supported. The level of detail provided must clearly indicate where the funds were expended.

G.3 DOE-G-1005 Observance of Legal Holidays

(a) The on-site Government personnel observe the following holidays:

New Year's Day
Martin Luther King, Jr.'s Birthday
President's Day
Memorial Day
Independence Day
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day
Christmas Day

Any other day designated by Federal statute, Executive order, or the President's proclamation.

- (b) When any holiday falls on a Saturday, the preceding Friday is observed. When any holiday falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not by itself be cause for an additional period of performance or entitlement of compensation except as set forth within the contract.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 DEAR 952.215-70 Key Personnel (DEC 2000)

- (a) The personnel listed below or elsewhere in this contract are considered essential to the work being performed under this contract. Before removing, replacing, or diverting any of the listed or specified personnel, the Contractor must:
- (1) Notify the Contracting Officer reasonably in advance;
 - (2) Submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract; and
 - (3) Obtain the Contracting Officer's written approval. Notwithstanding the foregoing, if the Contractor deems immediate removal or suspension of any member of its management team is necessary to fulfill its obligation to maintain satisfactory standards of employee competency, conduct, and integrity under the clause at DEAR 970.5203-3, Contractor's Organization, the Contractor may remove or suspend such person at once, although the Contractor must notify Contracting Officer prior to or concurrently with such action.
- (b) The list of personnel may, with the consent of the contracting parties, be amended from time to time during the course of the contract to add or delete personnel.

The Contractor's Key Personnel are as follows:

| NAME | TITLE |
|--|---------------------------------|
| <i>To be filled out at time of award</i> | <i>Project/Terminal Manager</i> |
| | |
| | |

Deleted: As a minimum, the Contractor shall designate individuals in the positions of Project/Terminal Manager, Safety Manager, and Quality Assurance Manager as Key Personnel.

Formatted: Font: 10 pt, Not Bold, Italic

Formatted: Font: Italic

The requirement for notification as specified in paragraph (a)(1) above shall not be less than thirty (30) days. The Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

H.2 DOE-H-1011 Department of Labor Wage Determinations

In the performance of this contract the Contractor shall comply with the requirements of the U.S. Department of Labor Wage Determination(s) located in Section J, Attachments C.1 and C.2 and FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRE when applicable.

H.3 DOE-H-1024 Alternative Dispute Resolution (ADR)

- (a) The DOE and the Contractor both recognize that methods for fair and efficient resolution of significant disputes are essential to the successful and timely achievement of critical milestones and completion of all Contract requirements. Accordingly, the parties agree that in the event of a dispute to jointly select a 'standing neutral.' The standing neutral will be available to help resolve disputes as they arise. Such standing neutral can be an individual, a board comprised of three independent experts, or a company with specific expertise in the Contract area. If a standing neutral cannot be agreed upon, the DOE Office of Dispute Resolution will make a selection. Specific joint ADR processes shall be developed.
- (b) The parties agree the following provision may be invoked for significant disputes upon mutual agreement of the DOE and the Contractor:
- (1) DOE and the Contractor shall use their best efforts to informally resolve any dispute, claim, question, or disagreement by consulting and negotiating with each other in good faith, recognizing their mutual interests, and attempting to reach a just and equitable solution satisfactory to both parties. If any agreement cannot be reached through informal negotiations within 30 days after the start of negotiations, then such disagreement shall be referred to the standing neutral, pursuant to the jointly-developed ADR procedures.

SOLICITATION DE-SOL-0002446

- (2) The standing neutral will not render a decision, but will assist the parties in reaching a mutually satisfactory agreement. In the event the parties are unable after 30 days to reach such an agreement, either party may request, and the standing neutral will render, a non-binding advisory opinion. Such opinion shall not be admissible in evidence in any subsequent proceedings.
- (c) If one party to this Contract requests the use of the process set forth in Paragraphs b(1) and b(2) of this clause and the other party disagrees, the party disagreeing must express its position in writing to the other party. On any such occasion, if the party requesting the above process wishes to file a claim they may proceed in accordance with Section I, FAR 52.233-1 Disputes or FAR 52.233-1 Disputes Alternate I.
- (d) The Contractor shall continue performance of the contract during any activities performed or actions taken as described above.

H.4 DOE-H-1025 Contractor Interface with Other Contractors and/or Government Employees

The Government may award contracts for on site work or services to additional contractors. The Contractor shall cooperate fully with all other on site DOE Contractors, and with Government employees, and carefully fit its own work to such other work as may be directed by the Contracting Officer or a duly authorized representative. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by a Government employee.

H.5 Release of Information

Any proposed public release of information by the Contractor including publications, exhibits, or audiovisual productions pertaining to the work called for in this contract shall be submitted for approval prior to actual printing and distribution. Proposed releases are to be submitted to DOE- CBFO, Office of Public Affairs, P.O. Box 3090, Carlsbad, New Mexico 88221. All proposed releases should conform to the requirements of the applicable DOE Orders pertaining to the public release of information.

H.6 Confidentiality of Information

- (a) To the extent that the work under this contract requires that the Contractor be given access to confidential or proprietary business, technical, or financial information belonging to the Government or other companies, the Contractor shall, after receipt thereof, treat such information as confidential and agree not to appropriate such information to its own use or to disclose such information to third parties unless specifically authorized by the Contracting Officer in writing. The foregoing obligations, however, shall not apply to:
 - (1) Information which, at the time of receipt by the Contractor, is in the public domain;
 - (2) Information which is published after receipt thereof by the Contractor or otherwise becomes part of the public domain through no fault of the Contractor;
 - (3) Information which the Contractor can demonstrate was in his possession at the time of receipt thereof and was not acquired directly or indirectly from the Government or other companies;
 - (4) Information which the Contractor can demonstrate was received by it from a third party who did not require the Contractor to hold it in confidence.
- (b) The Contractor shall obtain the written agreement, in a form satisfactory to the Contracting Officer, of each employee permitted access, whereby the employee agrees that he will not discuss, divulge or disclose any such information or data to any person or entity except those persons within the Contractor's organization directly concerned with the performance of the contract.
- (c) The Contractor agrees, if requested by the Government, to sign an agreement identical, in all material respects, to the provisions of this clause, with each company supplying information to the Contractor under this contract, and to supply a copy of such agreement to the Contracting Officer. From time to time upon request of the Contracting Officer, the Contractor shall supply the Government with reports itemizing information received as confidential or proprietary and setting forth the company or companies from which the Contractor received such information.
- (d) The Contractor agrees that upon request by DOE it will execute a DOE-approved agreement with any party

SOLICITATION DE-SOL-0002446

whose facilities or proprietary data it is given access to or is furnished, restricting use and disclosure of the data or the information obtained from the facilities. Upon request by DOE, such an agreement shall also be signed by Contractor personnel.

- (e) This clause shall flow down to all subcontracts.

H.7 DEAR 952.242-70 Technical Direction (DEC 2000)

- (a) Performance of the work under this contract shall be subject to the technical direction of the DOE Contracting Officer's Representative (COR). The term "technical direction" is defined to include, without limitation:
 - (1) Providing direction to the Contractor that redirects contract effort, shift work emphasis between work areas or tasks, require pursuit of certain lines of inquiry, fill in details, or otherwise serve to accomplish the contractual PWS.
 - (2) Providing written information to the Contractor that assists in interpreting drawings, specifications, or technical portions of the work description.
 - (3) Reviewing and, where required by the contract, approving, technical reports, drawings, specifications, and technical information to be delivered by the Contractor to the Government.
- (b) The Contractor will receive a copy of the written COR designation from the Contracting Officer. It will specify the extent of the COR's authority to act on behalf of the Contracting Officer.
- (c) Technical direction must be within the scope of work stated in the contract. The COR does not have the authority to, and may not, issue any technical direction that-
 - (1) Constitutes an assignment of additional work outside the PWS;
 - (2) Constitutes a change as defined in the contract clause entitled "Changes;"
 - (3) In any manner causes an increase or decrease in the total estimated contract cost, the fee (if any), or the time required for contract performance;
 - (4) Changes any of the expressed terms, conditions or specifications of the contract; or
 - (5) Interferes with the Contractor's right to perform the terms and conditions of the contract.
- (d) All technical direction shall be issued in writing by the COR.
- (e) The Contractor must proceed promptly with the performance of technical direction duly issued by the COR in the manner prescribed by this clause and within its authority under the provisions of this clause. If, in the opinion of the Contractor, any instruction or direction by the COR falls within one of the categories defined in (c)(1) through (c)(5) of this clause, the Contractor must not proceed and must notify the Contracting Officer in writing within five (5) working days after receipt of any such instruction or direction and must request the Contracting Officer to modify the contract accordingly. Upon receiving the notification from the Contractor, the Contracting Officer must-
 - (1) Advise the Contractor in writing within thirty (30) days after receipt of the Contractor's letter that the technical direction is within the scope of the contract effort and does not constitute a change under the Changes clause of the contract;
 - (2) Advise the Contractor in writing within a reasonable time that the Government will issue a written change order; or
 - (3) Advise the Contractor in writing within a reasonable time not to proceed with the instruction or direction of the COR.
- (f) A failure of the Contractor and Contracting Officer either to agree that the technical direction is within the scope of the contract or to agree upon the contract action to be taken with respect to the technical direction will be subject to the provisions of the clause entitled "Disputes."

H.8 Modification Authority

Notwithstanding any of the other provisions of this contract, the Contracting Officer shall be the only individual authorized to:

- (a) accept nonconforming work,
- (b) waive any requirement of this contract, or
- (c) modify any term or condition of this contract.

H.9 Government Property and Data

- (a) Except as otherwise authorized by the Contracting Officer in writing, only that property and data specifically included in each individual task order is determined to be Government Furnished Property (GFP). The GFP (trailers) for hauling Contact Handled (CH) and Remote Handled (RH) Transuranic Waste will be identified in Attachment A at time of contract award.
- (b) The cost to move the trailers to another location if required is included in the firm fixed price established in Section B.2.
- (c) The Contractor is responsible for the maintenance (including painting) of the trailers provided as GFP.

Deleted: as

H.10 Subcontracts

- (a) Prior to the placement of subcontracts and in accordance with the clause entitled FAR 52.244-6, "Subcontracts for Commercial Items (DEC 2010) Alternate I (June 2010)," the Contractor shall ensure that:
 - (1) they contain all of the clauses of this contract (altered when necessary for proper identification of the contracting parties) which contain a requirement for such inclusion in applicable subcontracts. Particular attention should be directed to the potential flow-down applicability of the clauses entitled "Utilization of Small Business Concerns and Small Disadvantaged Business Concerns" contained in Part II, Section I of the contract;
 - (2) any applicable subcontractor Certificate of Current Cost or Pricing Data (see FAR 15.404-3b) and subcontractor Representations and Certifications (see Part IV, Section K and the document referenced in the Representations, Certifications and Other Statements of the Offeror clause are received); and
 - (3) any required prior notice and description of the subcontract is given to the Contracting Officer and any required consent is received. Except as may be expressly set forth therein, any consent by the Contracting Officer to the placement of subcontracts shall not be construed to constitute approval of the subcontractor or any subcontract terms or conditions, determination of the allowability of any cost revision of this contract or any of the respective obligations of the parties there under, or creation of any subcontractor privity of contract with the Government.
- (b) Prior to the award of any subcontracts for advisory and assistance services, the Contractor shall obtain from the proposed subcontractor or consultant the disclosure required by 48 CFR (DEAR) 909.507-1, and shall determine in writing whether the interests disclosed present an actual or significant potential for an organizational conflict of interest, in accordance with the clause contained in Section I of this contract. The subcontractor shall perform no work until the Contractor has cleared the subcontractor for Organizational Conflicts of Interest (OCI).

H.11 Reporting Of Fraud, Waste, Abuse, Corruption, or Mismanagement

The Contractor is required to comply with the following in accordance with the applicable DOE Order:

- (a) Notify their employees annually of their duty to report directly to the DOE Inspector General (IG) allegations of fraud, waste, abuse, corruption, or mismanagement in DOE programs, operations, funds, or contracts. The DOE Contractor employees should, when appropriate, report directly to the IG any information concerning wrongdoing by employees of DOE, Contractors, or subcontractors. The DOE Contractor employees should also report to the DOE IG any allegations of reprisals taken against DOE or DOE Contractor employees who

SOLICITATION DE-SOL-0002446

have reported fraud, waste, abuse, corruption, or mismanagement to the IG;

- (b) display and publish the DOE IG hotline telephone number in common areas of buildings, such as cafeterias, public telephone areas, official bulletin boards, reception rooms, and building lobbies; and
- (c) publish the DOE IG hotline telephone number in phone books and newsletters.

H.12 Lawful Performance, Operating Authority, and Insurance

The Contractor shall comply with all applicable Federal, Tribal, State, and local laws and regulations, including all applicable licenses, permits, fees, and standards necessary to transport CH- and RH-TRU waste shipments over the designated routes. The Contractor shall also comply with the TRU Waste Transportation Plan (DOE/CBFO 98-3103). Motor carriers shall possess the required operating authority and maintain minimum levels of financial responsibility as required by 49 CFR 387. [DEAR 952.231.71 Insurance-litigation and Claims \(Aug 2009\), and FAR 52.228-5 Insurance – Work on a Government Installation \(Jan 1997\).](#)

Deleted: .9

Deleted: ,

H.13 Lobbying Restriction (Energy & Water Development Appropriations Act and Related Agencies Appropriations Act, 2010)

The contractor agrees that none of the funds obligated on this award shall be expended, directly or indirectly, to influence congressional action on any legislation or appropriation matters pending before Congress, other than to communicate to Members of Congress as described in 18 U.S.C. 1913. This restriction is in addition to those prescribed elsewhere in statute and regulation.

H.14 Cooperative Working Relationship with Other Carrier Contractor

The Contractor agrees to cooperate with other Transportation Service Carriers for WIPP under contract to DOE. Lessons learned, problems with routes, and other information which could improve safety under this effort shall be shared with one another and the Government.

H.15 U.S. Department Of Transportation (DOT) [Motor](#) Carrier Safety Rating

The Contractor shall maintain a satisfactory DOT Motor Carrier [Safety](#) rating during the period of performance. An unsatisfactory or conditional rating may be cause for termination in accordance with the terms and conditions of this contract.

H.16 Employee Hiring Preference

The Contractor [is encouraged to](#) give a hiring preference to those qualified employees who are currently employed by the incumbent WIPP transportation Contractors, CAST Specialty Transportation, Inc. and Visionary Solutions LLC Company for non-management positions. If incumbent drivers have already completed qualification training, they do not have to repeat the training.

Deleted: shall

H.17 Exclusive Use of Tractors and Teams

All tractors and driver teams provided by the Contractor in accordance with this contract shall be reserved for the exclusive use of this contract.

H.18 Safe Driving Bonuses and Incentive Compensation Programs

- (a) Due to the importance of safe transportation of waste throughout the United States, especially waste such as that produced as a result of DOE operations, including transuranic waste as expressed by Southern States Energy Board Transportation Planning Guide for the U.S. Department of Energy's Shipments of Transuranic Waste; Memorandum of Agreement between the Western Governors and U.S. Department of Energy, Regional Protocol for the Safe and Uneventful Transportation of Transuranic Waste; TRU Waste Transportation Plan DOE/CBFO 98-3103; and Western Governors' Association WIPP Transportation Safety Program Implementing Guide, the contractor shall develop a plan or policy in accordance with FAR 31.205-6(f) to reward the safe driving of the drivers transporting the waste under this contract. At the conclusion of each year of performance, the Contractor

SOLICITATION DE-SOL-0002446

will assess the safety performance of the contractor's drivers. The contractor shall provide information and records to support the assessment of the safety performance in accordance with procedures approved by the contracting officer and paragraph (g) below.

- (b) At a minimum, the contractor's bonus or incentive plan shall provide for a safety bonus to be awarded to its drivers qualified under 49 CFR 391 at the conclusion of each year of performance under this contract in accordance with the following:

- (1) The bonus shall be based upon total actual miles driven each year of performance by all drivers collectively in performing Government transportation services under this contract.
- (2) If there have been no OSHA recordable injuries and/or no "at fault" determinations which include but are not limited to equipment damage greater than \$250.00* or unauthorized route deviations, no civil judgments, and/or no criminal convictions, traffic fines or penalties assessed by courts or administrative bodies, including federal, state, local, tribal law enforcement officials, or tribal tribunals as result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor during each year of performance, the amount of such bonus incentive shall be calculated as follows:

$$\$0.20 \times \text{Total Miles}$$

All of the calculated amount shall be awarded to all of the drivers employed by the Contractor, divided and disbursed in accordance with the contractor's policies and procedures.

*Does not include a one-time occurrence of equipment damage greater than \$250.00, but not more than \$5,000.00, during the life of the contract. This one-time occurrence only applies to the calculation of the Safe Drive Bonuses and Incentive Compensation Program.

- (3) If only one of the incidents listed in paragraph (b)(2) has occurred during the year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the above matters as follows:

$$\$0.15 \times \text{Total miles}^*$$

*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the incidents listed above. It shall be divided and disbursed in accordance with the contractor's procedures.

- (4) If two of the incidents stated in paragraph (b) (2) above have occurred during the year of performance as a result of activities related to or during transportation of shipments attributable to the performance of any drivers employed by the Contractor, the amount of such bonus incentive shall be calculated for the drivers employed by the Contractor other than the driver(s) involved in the activities listed in paragraph H.17 (b) (2) as follows:

$$\$0.10 \times \text{Total miles}^*$$

*Total miles exclude the miles associated with the occurrence of the activities in paragraph (b) (2) above.

- (c) All of the calculated amount shall be awarded to all drivers, other than the driver(s) involved in the matters in paragraph (b) (2) above. It shall be divided and disbursed in accordance with the contractor's procedures.
- (d) If three or more of the incidents set forth in paragraph (b) (2) above have occurred within the year of performance, the contractor's plan shall provide that there will not be a safety bonus incentive issued.

Deleted: H-17

Deleted: H.17

SOLICITATION DE-SOL-0002446

- (e) If there has not been a final resolution or final determination of the matters identified in paragraph (b)(2) above by the end of the year of performance, the bonuses shall not be awarded to the drivers until a final resolution/determination has occurred. The contractor shall notify the contracting officer when there has not been a final determination and provide sufficient documentation to demonstrate that there has not been a final determination. Such documentation should include citation, current stage of process, any notices of violation, any appeals, and/or any other documents requested by the contracting officer. When a final resolution or determination has been made by the appropriate body or fine and penalty has been assessed, the contractor shall immediately provide the final determination or resolution, and/or fines, and/or penalties and any and all documents demonstrating the conclusion of the matter.
- (f) The contractor's established plan or policy shall be submitted to the contracting officer for approval within seven days after the effective date of the contract. Any changes to the plan or policy shall be submitted to the contracting officer for approval.
- (g) The following records shall be maintained and verified by the contractor and proof of verification shall be provided upon submission of an invoice for reimbursement of the bonus incentives paid to the drivers by the contractor. The same records shall also be provided to the contracting officer if requested. These records are in addition to any other records that the contractor is required to maintain under this contract.
- (1) Copies of all mileage logs for each driver, including those required to be maintained by DOT and any and all federal, state, local or tribal laws, regulations, or authorities; and
 - (2) Appropriate records to demonstrate the driving record of each driver, including but not limited to any federal, state, local, or tribal bureau of motor vehicles or law enforcement's records for each driver; and
 - (3) Copies of shipment number invoices containing mileage and delay times for each shipment; and
 - (4) Copies of the DOT Annual Check which is reported to the Contractor regarding moving violations and accidents of both the company and the drivers. The contracting officer will also verify with DOT the results of the annual check. and;
 - (5) Copies of all accounting and cost records documenting calculations, and
 - (6) Copies of payments made to the individual drivers; and
 - (7) Any and all other documentation received by the contractor and responses of the contractor regarding any of the incidents listed in paragraph (b) (2) above from any federal, state, local, or tribal body, including courts and law enforcement agencies, and
 - (8) Any and all information pertaining to OSHA inspections and any correspondence between OSHA and the contractor, including but not limited to violations and responses thereto.
- (h) The Government retains the right to verify any information provided by the contractor with the applicable entity and/or obtain the information independently. The contractor agrees to assist the Government in obtaining access to any state, local, federal, or tribal reports and/or records.
- (i) There will not be any distribution of the money to the individual drivers by the Government. The amount contained in Section B.2 is an estimated amount. Costs shall be reimbursed in accordance with FAR Part 31 and the terms and conditions of the contract.
- (j) Since the above incentive award is part of the driver's compensation, the contractor shall give any labor organization representing its drivers notice of the proposed policy as soon as practicable after contract award and shall negotiate in good faith until impasse or agreement with that labor organization about that policy, consistent with any applicable bargaining agreement and applicable law.
- (k) Any subcontract for drivers shall include the above requirement for incentive bonuses for safe driving.
- (l) The above clause, as are all other clauses contained herein, is not intended for the benefit for third parties.

Formatted: Numbered + Level: 1 +
Numbering Style: 1, 2, 3, ... + Start at: 1 +
Alignment: Left + Aligned at: 1" + Tab after:
1.25" + Indent at: 1.25"

Formatted: Numbered + Level: 1 +
Numbering Style: 1, 2, 3, ... + Start at: 1 +
Alignment: Left + Aligned at: 1" + Tab after:
1.25" + Indent at: 1.25"

H.19 Task Orders

- a. As described in Section I. FAR 52.216-18 "Ordering", the Government shall issue Task Orders to the Contractor to provide the required transportation services for a specified period of performance. The total value of the task order will include a firm fixed price for services and an estimated cost for reimbursable items. The values will be established in accordance with Section B.2 of this contract based on the quantity ordered.
- b. The funding available in each Task Order for cost reimbursable items shall be treated as a separate amount allowed and obligated as described in Section B.1.4 "Obligation of Funds/ Financial Limitations" and Section I clause FAR 52.232-22, "Limitation of Funds" as if such funding were separately set forth in Section B of the contract. The accepted firm-fixed price items will be fully funded upon issuing a Task Order or exercising the option for that item.
- c. The Contractor shall monitor, collect, control, and report reimbursable costs in accordance with the terms of each Task Order. Indirect expenses and fee/profit is not allowed on reimbursable costs. In no event will the Contractor be entitled to reimbursement of more than the funding limitation for reimbursable costs and the total firm fixed price for all items as stated in each Task Order.
- d. The Government will issue a minimum of one Task Order for the Basic Transportation Services described in Section B.2 for the Base Period and for subsequent Option Periods that are exercised. The Government reserves the right to order basic transportation services for each subsequent option for an individual Task Order at the minimum of 11 Tractor Teams regardless if a higher quantity of tractor teams was ordered in the Base Period. The Government may issue additional Task Orders thereafter for Additional Transportation Services, described in Section B, during the Base Period and any Option Period if exercised. Any additional quantities ordered will be based on future WIPP shipping requirements that cannot be satisfied with the minimum quantities ordered under this contract. The Government at its sole discretion may order Additional Transportation Services as identified in Section B subject to the contractor's performance under this contract in the following areas:
 - (1) On-time pick-up and delivery record;
 - (2) Downtime rate record;
 - (3) Safety record;
 - (4) Price; and
 - (5) Other factors determined by the Contracting Officer to be in the best interest of the Government.
- e. Task orders will be issued by unilateral execution of an Optional Form 347 "Order for Supplies/Services". The start date of the period of performance of the task order for "Basic Transportation Services" will be the start date of the base period or of each option period, if exercised. The start date of the period of performance of the task order for "Additional Transportation Services" will be determined by the Government but will not be less than 60-days following execution of the task order, unless otherwise bilaterally agreed to. The six month and 12 month periods specified in Section B for Additional Transportation Services is the period of performance for providing the transportation services. The 60 days is not calculated into the six and/or 12 month periods. The contractor will have no less than 60 days from the issuance of the task order before it shall be required to provide either the six months or 12 months of transportation services. An extension of the period of performance of the task order issued under paragraph (f) of this clause is not subject to the 60 day requirement stated in this clause.
- f. The Government will specify in each Task Order the quantity of services ordered and the period in which the Contractor is to provide those services. In Section B.2, the period of performance for Basic Transportation Services – 11 Tractor Teams ordered under the Base Period will be for 12 months and 12 months respectively, for Option Periods 1 through 4. Any Task Order placed in the Base Period or subsequent Option Period for Additional Transportation Services will be for a period of either six months or 12 months. The Government reserves the right to change the period of performance for any individual Task Order. The Government has the right to extend the period of performance specified for an individual task order for six months or 12 months, with no less than 30 days notice, at prices no higher than those specified in Section B for the contract ordering period in effect at the time the period of performance of the task order is extended, or at a lower negotiated rate.

Deleted: F

Deleted: In Section B.2, the period of performance for Basic Transportation Services – 22 Tractor Teams ordered under the Base Period will be for 12 months and 12 months respectively, for Option Periods 1 through 4.

- g. The quantity of services ordered shall be in accordance with Section I clause, FAR 52.216-19 "Order Limitations" (Oct 1995) and H.20.

H.20 Minimum and Maximum Order Quantities

The minimum and maximum order quantities for services are reflected in the following tables:

Table H.1: Minimum and Maximum Order Quantities for Section B.

| | Basic Transportation Services | | Additional Tractor Services | | Additional Trailer Maintenance Services | | Additional Driver Services | |
|-----------------|-------------------------------|-------------------------------|-----------------------------|-------------|---|-------------|----------------------------|----------|
| | B.2.1.1 | | B.2.1.2 | | B.2.1.2 | | B.2.1.2 | |
| | B.2.2.1 | | B.2.2.2 | | B.2.2.2 | | B.2.2.2 | |
| | B.2.3.1 | | B.2.3.2 | | B.2.3.2 | | B.2.3.2 | |
| | B.2.4.1 | | B.2.4.2 | | B.2.4.2 | | B.2.4.2 | |
| | B.2.5.1 | | B.2.5.2 | | B.2.5.2 | | B.2.5.2 | |
| PERIOD | Min | Max | Min | Max | Min | Max | Min | Max |
| Base Period | 11 Tractor Teams ¹ | 11 Tractor Teams ¹ | 0 tractors | 19 tractors | 0 trailers | 40 trailers | 0 teams | 19 teams |
| Option Period 1 | 11 Tractor Teams ¹ | 11 Tractor Teams ¹ | 0 tractors | 19 tractors | 0 trailers | 40 trailers | 0 teams | 19 teams |
| Option Period 2 | 11 Tractor Teams ¹ | 11 Tractor Teams ¹ | 0 tractors | 19 tractors | 0 trailers | 40 trailers | 0 teams | 19 teams |
| Option Period 3 | 11 Tractor Teams ¹ | 11 Tractor Teams ¹ | 0 tractors | 19 tractors | 0 trailers | 40 trailers | 0 teams | 19 teams |
| Option Period 4 | 11 Tractor Teams ¹ | 11 Tractor Teams ¹ | 0 tractors | 19 tractors | 0 trailers | 40 trailers | 0 teams | 19 teams |

¹ 11 Tractor Teams is defined as the basic transportation services – 11 Tractor Teams (which consists of the sub-items and which are not separately priced) specified in Sections B.2.1.1, B.2.2.1, B.2.3.1, B.2.4.1, and B.2.5.1. (i.e., General Services, Terminal Services, Maintenance Services, and Driver Services).

H.21 ACCESS TO DOE-OWNED OR LEASED FACILITIES

(a) The performance of this contract requires that employees of the Contractor have physical access to DOE-owned or leased facilities; however, this clause does not control requirements for an employee's obtaining a security clearance. The Contractor understands and agrees that DOE has a prescribed process with which the Contractor and its employees must comply in order to receive a security badge that allows such physical access. The Contractor further understands that it must propose employees whose background offers the best prospect of obtaining a security badge approval for access, considering the following criteria, which are not all inclusive and may vary depending on access requirements:

- (1) is, or is suspected of being, a terrorist;
- (2) is the subject of an outstanding warrant;
- (3) has deliberately omitted, concealed, or falsified relevant and material facts from any Questionnaire for National Security Positions (SF-86), Questionnaire for Non-Sensitive Positions (SF-85), or similar form;
- (4) has presented false or forged identity source documents;
- (5) has been barred from Federal employment;
- (6) is currently awaiting a hearing or trial or has been convicted of a crime punishable by imprisonment of six (6) months or longer; or
- (7) is awaiting or serving a form of pre-prosecution probation, suspended or deferred sentencing, probation or parole in conjunction with an arrest or criminal charges against the individual for a crime that is punishable by imprisonment of six (6) months or longer.

Formatted Table

Deleted: /B.2.1.2

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: /B.2.2.2

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: /B.2.3.2

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: /B.2.4.2

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: B.2.5.2

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Formatted: Left

Deleted: 22 Tractor Teams²

Deleted: 22 Tractor Teams²

Deleted: 22 Tractor Teams²

Deleted: 22 Tractor Teams²

Deleted: 22 Tractor Teams²

Deleted: ² 22 Tractor Teams is defined as the basic transportation services – 22 Tractor Teams (which consists of the sub-items and which are not separately priced) specified in Sections B.2.1.2, B.2.2.2, B.2.3.2, B.2.4.2, and B.2.5.2. (i.e., General Services, Terminal Services, Maintenance Services, and Driver Services).[¶]

(b) The Contractor shall assure:

(1) In initiating the process for gaining physical access, (i) compliance with procedures established by DOE in providing its employee(s) with any forms directed by DOE, (ii) that the employee properly completes any forms, and (iii) that the employee(s) submits the forms to the person designated by the Contracting Officer.

(2) In completing the process for gaining physical access, that its employee (i) cooperates with DOE officials responsible for granting access to DOE-owned or leased facilities and (ii) provides additional information, requested by those DOE officials.

(c) The Contractor understands and agrees that DOE may unilaterally deny a security badge to an employee and that the denial remains effective for that employee unless DOE subsequently determines that access may be granted. Upon notice from DOE that an employee's application for a security badge is or will be denied, the Contractor shall promptly identify and submit the forms referred to in subparagraph (b)(1) of this clause for the substitute employee. The denial of a security badge to individual employees by DOE shall not be cause for extension of the period of performance of this Contract or any contractor claim against DOE.

(d) The Contractor shall return to the Contracting Officer or designee the badge(s) or other credential(s) provided by DOE pursuant to this clause, granting physical access to DOE -owned or leased facilities by the Contractor's employee(s), upon (1) the termination of this Contract; (2) the expiration of this Contract; (3) the termination of employment on this Contract by an individual employee; or (4) demand by DOE for return of the badge.

(e) The Contractor shall include this clause, including this paragraph (e), in any subcontract, awarded in the performance of this Contract, in which an employee(s) of the subcontractor will require physical access to DOE – owned or leased facilities.

H.22 Motor Carrier Evaluation Program (MCEP) Audit

The Contractor shall undergo and pass the Motor Carrier Evaluation Program (MCEP) Audit. The MCEP Audit that is conducted by DOE is an extensive audit of all facets of a carrier's business operations including an extensive on-site physical review of records and equipment. This inspection is covered in [the DOE MCEP Plan and Procedures \(latest revision applies\)](#). If the Contractor does not pass the Audit, the Government reserves the right to terminate the contract for default.

Deleted: DOE Procedure MCEP 2009.

H.23 PARTNERING

In order to most effectively accomplish this Contract, the Government proposes to form a cohesive partnership with the Contractor. It is a way of doing business based upon trust, dedication to common goals, and an understanding and respect of each other's expectations and values. The process creates a teambuilding environment which fosters better communication and problem solving, and a mutual trust between the participants. These key elements create a climate in which issues can be raised, openly discussed, and jointly settled, without getting into an adversarial relationship. In this way, partnering is a mindset, and a way of doing business. It is an attitude toward working as a team, and achieving successful project execution. This endeavor seeks an environment that nurtures team building cooperation, and trust between the Government and the Contractor. The partnership strives to draw on the strengths of each organization in an effort to achieve a quality project done right the first time, within budget, and on schedule.

Participation in the partnership will be totally voluntary by the parties. Any cost associated with effectuating this partnership will be agreed to by both parties during Contract performance. The U.S. Army Corps of Engineers has championed partnering and their guidelines will be utilized in organizing partnering meetings and establishing a partnering agreement.

Deleted: <#>PRICE-ANDERSON AMENDMENTS ACT NONCOMPLIANCE ¶
The Contractor shall establish an internal Price-Anderson Amendments Act (PAAA) noncompliance identification, tracking, and corrective action system and shall provide access to and fully support DOE reviews of the system. The Contractor shall also implement a Price-Anderson Amendments Act reporting process which meets applicable DOE standards. The Contractor shall be accountable for ensuring that subcontractors adhere to these requirements.¶

Formatted: Bullets and Numbering

SECTION I

CONTRACT CLAUSES

FEDERAL ACQUISITION REGULATION (FAR) AND DEPARTMENT OF ENERGY ACQUISITION REGULATION (DEAR) CLAUSES INCORPORATED BY REFERENCE

This contract incorporates the following clauses by reference with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make the full text available.

| | | |
|------|------------------------------|---|
| I.1 | FAR 52.202-1 | Definitions (JUL 2004) |
| I.2 | FAR 52.203-3 | Gratuities (APR 1984) |
| I.3 | FAR 52.203-5 | Covenant Against Contingent Fees (APR 1984) |
| I.4 | FAR 52.203-6 | Restrictions on Subcontractor Sales to the Government (JUL 1995) |
| I.5 | FAR 52.203-7 | Anti-Kickback Procedures (JUL 1995) |
| I.6 | FAR 52.203-8 | Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity (JAN 1997) |
| I.7 | FAR 52.203-10 | Price or Fee Adjustment for Illegal or Improper Activity (JAN 1997) |
| I.8 | FAR 52.203-12 | Limitation on Payments to Influence Certain Federal Transactions (OCT 2010) |
| I.9 | FAR 52.203-13 | Contractor Code of Business Ethics and Conduct (APR 2010) |
| I.10 | FAR 52.203-14 | Display of Hotline Poster's (DEC 2007) |
| I.11 | FAR 52.204-4 | Printed or Copied Double-Sided on Recycled Paper (AUG 2000) |
| I.12 | FAR 52.204-7 | Central Contractor Registration (APR 2008) |
| I.13 | FAR 52.204-9 | Personal Identity Verification of Contractor Personnel (SEP 2007) |
| I.14 | FAR 52.204-10 | Reporting Executive Compensation and First-Tier Subcontract Awards. (DEC 2010) |
| I.15 | FAR 52.209-6 | Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) |
| I.16 | FAR 52.215-2 | Audit and Records – Negotiation (OCT 2010) |
| I.17 | FAR 52.215-8 | Order of Precedence - Uniform Contract Format (OCT 1997) |
| I.18 | FAR 52.215-10 | Price Reduction for Defective Cost or Pricing Data (OCT 2010) |
| I.19 | FAR 52.215-11 | Price Reduction for Defective Cost or Pricing Data – Modifications (OCT 2010) |
| I.20 | FAR 52.215-12 | Subcontractor Cost or Pricing Data (OCT 2010) |
| I.21 | FAR 52.215-13 | Subcontractor Cost or Pricing Data – Modifications (OCT 2010) |
| I.22 | FAR 52.215-21 | Requirements for Certified Cost or Pricing Data or Information Other Than Cost or Pricing Data – Modifications (OCT 2010) |
| I.23 | FAR 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate II (OCT 1997) |
| I.24 | FAR 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate III (OCT 1997) |
| I.25 | FAR 52.215-21 | Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data - Modifications. (OCT 2010) - Alternate IV (OCT 2010) |
| I.26 | FAR 52.216-7 | Allowable Cost and Payment (DEC 2002) |
| I.27 | FAR 52.219-6 | Notice of Total Small Business Set-Aside (June 2003) |
| I.28 | FAR 52.219-8 | Utilization of Small Business Concerns (JAN 2011) |

SOLICITATION DE-SOL-0002446

| | | |
|------|-------------------------------|---|
| I.29 | FAR 52.219-14 | Limitations on Subcontracting (DEC 1996) |
| I.30 | FAR 52.219-28 | Post-Award Small Business Program Representation. (APR 2009) |
| I.31 | FAR 52.222-1 | Notice to the Government of Labor Disputes (FEB 1997) |
| I.32 | FAR 52.222-3 | Convict Labor (JUN 2003) |
| I.33 | FAR 52.222-4 | Contract Work Hours and Safety Standards Act - Overtime Compensation (JUL 2005) |
| I.34 | FAR 52.222-20 | Walsh-Healey Public Contracts Act (OCT 2010) |
| I.35 | FAR 52.222-26 | Equal Opportunity (MAR 2007) |
| I.36 | FAR 52.222-35 | Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2010) |
| I.37 | FAR 52.222-36 | Affirmative Action for Workers with Disabilities (OCT 2010) |
| I.38 | FAR 52.222-37 | Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. (SEP 2006) |
| I.39 | FAR 52.222-41 | Service Contract Act of 1965 (NOV 2007) |
| I.40 | FAR 52.223-3 | Hazardous Material Identification and Material Safety Data |
| I.41 | FAR 52.223-3 | Hazardous Material Identification and Material Safety Data. (JAN 1997) - Alternate I (JUL 1995) |
| I.42 | FAR 52.223-6 | Drug-Free Workplace (MAY 2001) |
| I.43 | FAR 52.223-7 | Notice of Radioactive Materials. (JAN 1997) |
| I.44 | FAR 52.223-14 | Toxic Chemical Release Reporting (AUG 2003) |
| I.45 | FAR 52.223.18 | Contractor Policy to Ban Text Messaging While Driving. (SEP 2010) |
| I.46 | FAR 52.224-1 | Privacy Act Notification (APR 1984) |
| I.47 | FAR 52.224-2 | Privacy Act (APR 1984) |
| I.48 | FAR 52.225-13 | Restrictions on Certain Foreign Purchases. (JUN 2008) |
| I.49 | FAR 52.225-25 | Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. (SEP 2010) |
| I.50 | FAR 52.226-1 | Utilization of Indian Organizations and Indian-Owned Economic Enterprises (JUN 2000) |
| I.51 | FAR 52.226-6 | 52.226-6 Promoting Excess Food Donation to Nonprofit Organizations. (MAR 2009) |
| I.52 | FAR 52.227-1 | Authorization and Consent (DEC 2007) |
| I.53 | FAR 52.227-2 | Notice and Assistance Regarding Patent and Copyright Infringement (DEC 2007) |
| I.54 | FAR 52.227-3 | Patent Indemnity (APR 1984) |
| I.55 | FAR 52.227-14 | Rights in Data – General (JUN 1987) |
| I.56 | FAR 52.227-23 | Rights to Proposal Data (Technical) (JUN 1987) |
| I.57 | FAR 52.229-3 | Federal, State, and Local Taxes (APR 2003) |
| I.58 | FAR 52.232-1 | Payments (APR 1984) |
| I.59 | FAR 52.232-4 | Payments under Transportation Contracts and Transportation-Related Services Contracts. (APR 1984) |
| I.60 | FAR 52.232-8 | Discounts for Prompt Payment (FEB 2002) |
| I.61 | FAR 52.232-9 | Limitation on Withholding of Payments. (APR 1984) |
| I.62 | FAR 52.232-11 | Extras (APR 1984) |
| I.63 | FAR 52.232-16 | Progress Payments (AUG 2010) |
| I.64 | FAR 52.232-17 | Interest (OCT 2010) |
| I.65 | FAR 52.232-22 | Limitation of Funds |
| I.66 | FAR 52.232-23 | Substitute “Task order” for “Schedule” (APR 1984) |
| I.67 | FAR 52.232-23 | Assignment of Claims (JAN 1986) |
| I.68 | FAR 52.232-25 | Assignment of Claims (JAN 1986) Alternate I (APR 1984) |
| I.69 | FAR 52.232-33 | Prompt Payment (OCT 2008) |
| I.70 | FAR 52.233-1 | Payment by Electronic Funds Transfer - Central Contractor Registration (OCT 2003) |
| I.71 | FAR 52.233-1 | Disputes (JUL 2002) |
| I.72 | FAR 52.233-3 | Disputes. (JUL 2002) - Alternate I (DEC 1991) |
| I.73 | FAR 52.233-4 | Protest after Award (AUG 1996) |
| I.74 | FAR 52.237-3 | Applicable Law for Breach of Contract Claim. (OCT 2004) |
| | | Continuity of Services (JAN 1991) |

SOLICITATION DE-SOL-0002446

| | | |
|-------|-----------------|--|
| I.75 | FAR 52.242-1 | Notice of Intent to Disallow Costs (APR 1984) |
| I.76 | FAR 52.242-12 | Report of Shipment (REPSHIP) (JUN 2003) |
| I.77 | FAR 52.242-13 | Bankruptcy (JUL 1995) |
| I.78 | FAR 52.243-1 | Changes-Fixed Price (AUG 1987) |
| I.79 | FAR 52.243-1 | Changes - Fixed-Price. (AUG 1987) - Alternate IV (APR 1984) |
| I.80 | FAR 52.243-2 | Changes-Cost Reimbursement (AUG 1987) |
| I.81 | FAR 52.244-5 | Competition in Subcontracting (DEC 1996) |
| I.82 | FAR 52.244-6 | Subcontracts for Commercial Items (DEC 2010) Alternate I (June 2010) |
| I.83 | FAR 52.245-9 | Use and Charges. (AUG 2010) |
| I.84 | FAR 52.246-16 | Responsibility for Supplies (APR 1984) |
| I.85 | FAR 52.246-25 | Limitation of Liability – Services (FEB 1997) |
| I.86 | FAR 52.247-63 | Preference for U.S.-Flag Air Carriers (JUN 2003) |
| I.87 | FAR 52.247-64 | Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) |
| I.88 | FAR 52.247-68 | Report of Shipment (REPSHIP) (FEB 2006) |
| I.89 | FAR 52.249-2 | Termination for Convenience of the Government (Fixed-Price) (MAY 2004) |
| I.90 | FAR 52.249-6 | Termination (Cost Reimbursement) (MAY 2004) |
| I.91 | FAR 52.249-8 | Default (Fixed-Price Supply and Service) (APR 1984) |
| I.92 | FAR 52.249-14 | Excusable Delays (APR 1984) |
| I.93 | FAR 52.252-2 | Clauses Incorporated by Reference (FEB 1998) |
| I.94 | FAR 52.252-6 | Authorized Deviations in Clauses (APR 1984) |
| I.95 | FAR 52.253-1 | Computer Generated Forms (JAN 1991) |
| I.96 | DEAR 952.202-1 | Definitions |
| I.97 | DEAR 952.204-75 | Public Affairs (DEC 2000) |
| I.98 | DEAR 952.208-70 | Printing (APR 1984) |
| I.99 | DEAR 952.209-72 | Organizational Conflicts of Interest (Aug 2009) |
| I.100 | DEAR 952.216-7 | Allowable Cost and Payment |
| I.101 | DEAR 952.231-71 | Insurance-litigation and Claims. (AUG 2009) |
| I.102 | DEAR 952.250-70 | Nuclear Hazards Indemnity Agreement (June 1996) |
| I.103 | DEAR 952-251-70 | Contractor Employee Travel Discounts. (AUG 2009) |
| I.104 | DEAR 970.5203-3 | Contractor's Organization (DEC 2000) |

FULL TEXT CLAUSES

I.105 FAR 52.215-19 Notification of Ownership Changes (OCT 1997)

- (a) The Contractor shall make the following notifications in writing:
 - (1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.
 - (2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.
- (b) The Contractor shall -
 - (1) Maintain current, accurate, and complete inventory records of assets and their costs;
 - (2) Provide the ACO or designated representative ready access to the records upon request;
 - (3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and
 - (4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.
- (c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.106 FAR 52.216-18 Ordering (OCT 1995)

- (a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued **from effective date of contract award through the end of the total contract period**.
- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered issued when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

I.107 FAR 52.216-19 Order Limitations (OCT 1995)

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **as specified in H.20, "Minimum and Maximum Order Quantities,"** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) *Maximum order.* The Contractor is not obligated to honor -
 - (1) Any order for a single item in excess of **as specified in H.20, "Minimum and Maximum Order Quantities;"**
 - (2) Any order for a combination of items in excess of **as specified in H.20, "Minimum and Maximum Order Quantities;"** or
 - (3) A series of orders from the same ordering office within **60 days** that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

SOLICITATION DE-SOL-0002446

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **5 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

I.108 FAR 52.216-22 Indefinite Quantity (OCT 1995)

Deleted: (DEVIATION)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 24 months from the effective date of the contract or after 24 months from the beginning of an Option Period if the Government exercises the Option Period.

I.109 FAR 52.217-8 Option to Extend Services (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within **60 days**.

I.110 FAR 52.217-9 Option to Extend the Term of the Contract (MAR 2000)

- (a) The Government may extend the term of this contract by written notice to the Contractor within **10 days before the end of the base and/or option period**; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least **60 days** before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **60 months from the effective date of the contract**.

Deleted: ¶

<#>The Government's requirements for each item or subitem of supplies or services described in the Schedule are being purchased through at least one contract and possibly a second contract. If the requirements are purchased through two separate contracts, the Government shall order from each Contractor approximately one-half of the total supplies or services specified in the Schedule that are required to be purchased by the specified Government activity or activities. The Government may choose between either contract in placing any particular order. However, the Government shall allocate successive orders, in accordance with its delivery requirements, to maintain as close a ratio as is reasonably practicable between the total quantities ordered from the two Contracts.¶

I.111 FAR 52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

*This Statement is for Information Only:
It is not a Wage Determination*

SOLICITATION DE-SOL-0002446

| <u>Employee Class</u> | <u>Monetary Wage -- Fringe Benefits</u> |
|--|---|
| <u>QA Technician</u> | <u>\$22.81</u> |
| <u>Administrative Assistant</u> | <u>\$18.65</u> |
| <u>Truck Drivers - Tractor/Trailer</u> | <u>\$19.39/\$18.36 (New Mexico/Texas)</u> |
| <u>Mechanics</u> | <u>\$22.53/\$21.01 (New Mexico/Texas)</u> |

The applicable hourly rates for Truck Drivers and Mechanics are dependent on the location of the terminal. The hourly rates for the QA Technician and Administrative Assistant are the same for both New Mexico and Texas.

The fringe benefit rate is \$3.50/hour which is in addition to the above hourly rates.

I.112 FAR 52.222-43 Fair Labor Standards Act and Service Contract Act – Price Adjustment (Multiple Year and Option Contracts) **(SEPT 2009)**

Deleted: MAY

Deleted: 1989

(a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to collective bargaining agreements.

(b) The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.

(c) The wage determination, issued under the Service Contract Act of 1965, as amended, (41 U.S.C. 351, et seq.), by the Administrator, Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract. If no such determination has been made applicable to this contract, then the Federal minimum wage as established by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended, (29 U.S.C. 206) current on the anniversary date of a multiple year contract or the beginning of each renewal option period, shall apply to this contract.

(d) The contract price, contract unit price labor rates, or fixed hourly labor rates will be adjusted to reflect the Contractor's actual increase or decrease in applicable wages and fringe benefits to the extent that the increase is made to comply with or the decrease is voluntarily made by the Contractor as a result of:

(1) The Department of Labor wage determination applicable on the anniversary date of the multiple year contract, or at the beginning of the renewal option period. For example, the prior year wage determination required a minimum wage rate of \$4.00 per hour. The Contractor chose to pay \$4.10. The new wage determination increases the minimum rate to \$4.50 per hour. Even if the Contractor voluntarily increases the rate to \$4.75 per hour, the allowable price adjustment is \$.40 per hour;

(2) An increased or decreased wage determination otherwise applied to the contract by operation of law; or

(3) An amendment to the Fair Labor Standards Act of 1938 that is enacted after award of this contract, affects the minimum wage, and becomes applicable to this contract under law.

(e) Any adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (d) of this clause, and the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance, but shall not otherwise include any amount for general and administrative costs, overhead, or profit.

(f) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after receiving a new wage determination unless this notification period is extended in writing by the Contracting Officer. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and the change in fixed hourly rates (if this is a time-and-materials or labor-hour contract), and any relevant supporting data, including payroll records, that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price, contract unit price labor rates, or fixed hourly rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.

(g) The Contracting Officer or an authorized representative shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Contractor until the expiration of 3 years after final payment under

[the contract.](#)

I.113. FAR 52.222-47 SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to Predecessor Contractor Collective Bargaining Agreements (CBA) (MAY 1989)

An SCA wage determination applicable to this work has been requested from the U.S. Department of Labor. If an SCA wage determination is not incorporated herein, the bidders/Offerors shall consider the economic terms of the collective bargaining agreement (CBA) between the incumbent Contractor and the union. If the economic terms of the collective bargaining agreement or the collective bargaining agreement itself is not attached to the solicitation, copies can be obtained from the Contracting Officer. Pursuant to Department of Labor Regulation, 29 CFR 4.1b and paragraph (g) of FAR 52.222-41, Service Contract Act of 1965, as amended, the economic terms of that agreement will apply to the contract resulting from this solicitation, notwithstanding the absence of a wage determination reflecting such terms, unless it is determined that the agreement was not the result of arm's length negotiations or that after a hearing pursuant to section 4(c) of the Act, the economic terms of the agreement are substantially at variance with the wages prevailing in the area.

I.114 FAR 52.222-54 Employment Eligibility Verification (Jan 2009)

(a) *Definitions.* As used in this clause—

“Commercially available off-the-shelf (COTS) item”—

(1) Means any item of supply that is—

- (i) A commercial item (as defined in paragraph (1) of the definition at 2.101);
- (ii) Sold in substantial quantities in the commercial marketplace; and
- (iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in section 3 of the Shipping Act of 1984 (46 U.S.C. App. 1702), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), “bulk cargo” means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

“Employee assigned to the contract” means an employee who was hired after November 6, 1986, who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee—

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

“Subcontract” means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

“Subcontractor” means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

“United States,” as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, and the U.S. Virgin Islands.

(b) *Enrollment and verification requirements.*

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall—

- (i) *Enroll.* Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

Deleted: <#> FAR 52.222-44 Fair Labor Standards Act and Service Contract Price Adjustment (FEB 2002)

- ¶ (a) This clause applies to both contracts subject to area prevailing wage determinations and contracts subject to Contractor collective bargaining agreements.¶
- (b) . The Contractor warrants that the prices in this contract do not include any allowance for any contingency to cover increased costs for which adjustment is provided under this clause.¶
- (c) The contract price or contract unit price labor rates will be adjusted to reflect increases or decreases by the Contractor in wages and fringe benefits to the extent that these increases or decreases are made to comply with - ¶
- (1) . An increased or decreased wage determination applied to this contract by operation of law; or¶
- ¶ (2) An amendment to the Fair Labor Standards Act of 1938 that is enacted subsequent to award of this contract, affects the minimum wage, and becomes applicable to this contract under law.¶
- ¶ (d) . Any such adjustment will be limited to increases or decreases in wages and fringe benefits as described in paragraph (c) of this clause, and to the accompanying increases or decreases in social security and unemployment taxes and workers' compensation insurance; it shall not otherwise include any amount for general and administrative costs, overhead, or profit.¶
- (e) The Contractor shall notify the Contracting Officer of any increase claimed under this clause within 30 days after the effective date of the wage change, unless this period is extended by the Contracting Officer in writing. The Contractor shall promptly notify the Contracting Officer of any decrease under this clause, but nothing in the clause shall preclude the Government from asserting a claim within the period permitted by law. The notice shall contain a statement of the amount claimed and any relevant supporting data that the Contracting Officer may reasonably require. Upon agreement of the parties, the contract price or contract unit price labor rates shall be modified in writing. The Contractor shall continue performance pending agreement on or determination of any such adjustment and its effective date.¶
- (f) . The Contracting Officer or an authorized representative shall, until the expiration of 3 years after final payment under the contract, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Contractor.¶

Formatted: Bullets and Numbering

Formatted: Bullets and Numbering

SOLICITATION DE-SOL-0002446

(ii) *Verify all new employees.* Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) *Verify employees assigned to the contract.* For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of—

(i) *All new employees.*

(A) *Enrolled 90 calendar days or more.* The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) *Enrolled less than 90 calendar days.* Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) *Employees assigned to the contract.* For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) *Option to verify employment eligibility of all employees.* The Contractor may elect to verify all existing employees hired after November 6, 1986, rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986, within 180 calendar days of—

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirement of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) *Web site.* Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) *Individuals previously verified.* The Contractor is not required by this clause to perform additional employment

SOLICITATION DE-SOL-0002446

verification using E-Verify for any employee—

- (1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;
 - (2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or
 - (3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD) -12, Policy for a Common Identification Standard for Federal Employees and Contractors.
- (e) *Subcontracts*. The contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that—

- (1) *Is for—*
 - (i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or
 - (ii) Construction;
- (2) Has a value of more than \$3,000; and
- (3) Includes work performed in the United States.

I.115 FAR 52.228-5 Insurance - Work on a Government Installation (JAN 1997)

Formatted: Bullets and Numbering

- (a) The Contractor shall, at its own expense, provide and maintain during the entire performance of this contract, at least the kinds and minimum amounts of insurance required in the Schedule or elsewhere in the contract.
- (b) Before commencing work under this contract, the Contractor shall notify the Contracting Officer in writing that the required insurance has been obtained. The policies evidencing required insurance shall contain an endorsement to the effect that any cancellation or any material change adversely affecting the Government's interest shall not be effective -
 - (1) For such period as the laws of the State in which this contract is to be performed prescribe; or
 - (2) Until 30 days after the insurer or the Contractor gives written notice to the Contracting Officer, whichever period is longer.
- (c) The Contractor shall insert the substance of this clause, including this paragraph (c), in subcontracts under this contract that require work on a Government installation and shall require subcontractors to provide and maintain the insurance required in the Schedule or elsewhere in the contract. The Contractor shall maintain a copy of all subcontractors' proofs of required insurance, and shall make copies available to the Contracting Officer upon request.

I.116 FAR 52.229-4 Federal, State, and Local Taxes (State and Local Adjustments) (APR 2003)

Formatted: Bullets and Numbering

- (a) As used in this clause--"All applicable Federal, State, and local taxes and duties," means all taxes and duties, in effect on the contract date, that the taxing authority is imposing and collecting on the transactions or property covered by this contract.

"After-imposed tax," means any new or increased Federal, State, or local tax or duty, or tax that was excluded on the contract date but whose exclusion was later revoked or amount of exemption reduced during the contract period, other than an excepted tax, on the transactions or property covered by this contract that the Contractor is required to pay or bear as the result of legislative, judicial, or administrative action taking effect after the contract date.

"After-relieved tax," means any amount of Federal, State, or local tax or duty, other than an excepted tax, that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear, or for which the Contractor obtains a refund or drawback, as the

SOLICITATION DE-SOL-0002446

result of legislative, judicial, or administrative action taking effect after the contract date.

“Contract date,” means the effective date of this contract and, for any modification to this contract, the effective date of the modification.

“Excepted tax,” means social security or other employment taxes, net income and franchise taxes, excess profits taxes, capital stock taxes, transportation taxes, unemployment compensation taxes, and property taxes. “Excepted tax” does not include gross income taxes levied on or measured by sales or receipts from sales, property taxes assessed on completed supplies covered by this contract, or any tax assessed on the Contractor’s possession of, interest in, or use of property, title to which is in the Government.

“Local taxes” includes taxes imposed by a possession or territory of the United States, Puerto Rico, or the Northern Mariana Islands, if the contract is performed wholly or partly in any of those areas.

- (b) Unless otherwise provided in this contract, the contract price includes all applicable Federal, State, and local taxes and duties.
- (c) The contract price shall be increased by the amount of any after-imposed tax, or of any tax or duty specifically excluded from the contract price by a term or condition of this contract that the Contractor is required to pay or bear, including any interest or penalty, if the Contractor states in writing that the contract price does not include any contingency for such tax and if liability for such tax, interest, or penalty was not incurred through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.
- (d) The contract price shall be decreased by the amount of any after-relieved tax. The Government shall be entitled to interest received by the Contractor incident to a refund of taxes to the extent that such interest was earned after the Contractor was paid by the Government for such taxes. The Government shall be entitled to repayment of any penalty refunded to the Contractor to the extent that the penalty was paid by the Government.
- (e) The contract price shall be decreased by the amount of any Federal, State, or local tax, other than an excepted tax, that was included in the contract price and that the Contractor is required to pay or bear, or does not obtain a refund of, through the Contractor’s fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) No adjustment shall be made in the contract price under this clause unless the amount of the adjustment exceeds \$250.
- (g) The Contractor shall promptly notify the Contracting Officer of all matters relating to Federal, State, and local taxes and duties that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs. The contract price shall be equitably adjusted to cover the costs of action taken by the Contractor at the direction of the Contracting Officer, including any interest, penalty, and reasonable attorneys’ fees.
- (h) The Government shall furnish evidence appropriate to establish exemption from any Federal, State, or local tax when -
 - (1) The Contractor requests such exemption and states in writing that it applies to a tax excluded from the contract price; and
 - (2) A reasonable basis exists to sustain the exemption.

I.117 FAR 52.229-10 State of New Mexico Gross Receipts and Compensating Tax (APR 2003)

Formatted: Bullets and Numbering

(a) Within thirty (30) days after award of this contract, the Contractor shall advise the State of New Mexico of this contract by registering with the State of New Mexico, Taxation and Revenue Department, Revenue Division, pursuant to the Tax Administration Act of the State of New Mexico and shall identify the contract number.

(b) The Contractor shall pay the New Mexico gross receipts taxes, pursuant to the Gross Receipts and Compensating Tax Act of New Mexico, assessed against the contract fee and costs paid for performance of this contract, or of any part or portion thereof, within the State of New Mexico. The allowability of any gross receipts taxes or local option taxes lawfully paid to the State of New Mexico by the Contractor or its subcontractors will be determined in accordance with the Allowable Cost and Payment clause of this contract except as provided in paragraph (d) of this clause.

(c) The Contractor shall submit applications for Nontaxable Transaction Certificates, Form CSR-3C, to the:

SOLICITATION DE-SOL-0002446

State of New Mexico Taxation and Revenue Dept.
Revenue Division
PO Box 630
Santa Fe, New Mexico 87509

When the Type 15 Nontaxable Transaction Certificate is issued by the Revenue Division, the Contractor shall use these certificates strictly in accordance with this contract, and the agreement between the DOE and the New Mexico Taxation and Revenue Department.

(d) The Contractor shall provide Type 15 Nontaxable Transaction Certificates to each vendor in New Mexico selling tangible personal property to the Contractor for use in the performance of this contract. Failure to provide a Type 15 Nontaxable Transaction Certificate to vendors will result in the vendor's liability for the gross receipt taxes and those taxes, which are then passed on to the Contractor, shall not be reimbursable as an allowable cost by the Government.

(e) The Contractor shall pay the New Mexico compensating user tax for any tangible personal property which is purchased pursuant to a Nontaxable Transaction Certificate if such property is not used for Federal purposes.

(f) Out-of-state purchase of tangible personal property by the Contractor which would be otherwise subject to compensation tax shall be governed by the principles of this clause. Accordingly, compensating tax shall be due from the contractor only if such property is not used for Federal purposes.

(g) The DOE may receive information regarding the Contractor from the Revenue Division of the New Mexico Taxation and Revenue Department and, at the discretion of the DOE, may participate in any matters or proceedings pertaining to this clause or the above-mentioned Agreement. This shall not preclude the Contractor from having its own representative nor does it obligate the DOE to represent its Contractor.

(h) The Contractor agrees to insert the substance of this clause, including this paragraph (h), in each subcontract which meets the criteria in 29.401-4(b)(1) through (3) of the Federal Acquisition Regulation, 48 CFR Part 29.

(i) Paragraphs (a) through (h) of this clause shall be null and void should the Agreement referred to in paragraph (c) of this clause be terminated; provided, however, that such termination shall not nullify obligations already incurred prior to the date of termination.

I.118 FAR 52.232-19 Availability of Funds for the Next Fiscal Year (APR 1984)

Formatted: Bullets and Numbering

Funds are not presently available for performance under this contract beyond [TBD]. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond [TBD], until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

I.119 FAR 52.237-2 Protection of Government Buildings, Equipment, and Vegetation (APR 1984)

Formatted: Bullets and Numbering

The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation on the Government installation. If the Contractor's failure to use reasonable care causes damage to any of this property, the Contractor shall replace or repair the damage at no expense to the Government as the Contracting Officer directs. If the Contractor fails or refuses to make such repair or replacement, the Contractor shall be liable for the cost, which may be deducted from the contract price.

I.120 FAR 52.245-1 Government Property (AUG 2010) Alternate I (AUG 2010)

Formatted: Bullets and Numbering

(a) Definitions. As used in this clause—

"Acquisition cost" means the cost to acquire a tangible capital asset including the purchase price of the asset and costs necessary to prepare the asset for use. Costs necessary to prepare the asset for use include the cost of placing the asset in location and bringing the asset to a condition necessary for normal or expected use.

"Cannibalize" means to remove parts from Government property for use or for installation on other Government

property.

“Contractor-acquired property” means property acquired, fabricated, or otherwise provided by the Contractor for performing a contract, and to which the Government has title.

“Contractor inventory” means—

- (1) Any property acquired by and in the possession of a Contractor or subcontractor under a contract for which title is vested in the Government and which exceeds the amounts needed to complete full performance under the entire contract;
- (2) Any property that the Government is obligated or has the option to take over under any type of contract, e.g., as a result either of any changes in the specifications or plans thereunder or of the termination of the contract (or subcontract thereunder), before completion of the work, for the convenience or at the option of the Government; and
- (3) Government-furnished property that exceeds the amounts needed to complete full performance under the entire contract.

“Contractor’s managerial personnel” means the Contractor’s directors, officers, managers, superintendents, or equivalent representatives who have supervision or direction of—

- (1) All or substantially all of the Contractor’s business;
- (2) All or substantially all of the Contractor’s operation at any one plant or separate location; or
- (3) A separate and complete major industrial operation.

“Demilitarization” means rendering a product unusable for, and not restorable to, the purpose for which it was designed or is customarily used.

“Discrepancies incident to shipment” means any differences (e.g., count or condition) between the items documented to have been shipped and items actually received.

“Equipment” means a tangible item that is functionally complete for its intended purpose, durable, nonexpendable, and needed for the performance of a contract. Equipment is not intended for sale, and does not ordinarily lose its identity or become a component part of another article when put into use. Equipment does not include material, real property, special test equipment or special tooling.

“Government-furnished property” means property in the possession of, or directly acquired by, the Government and subsequently furnished to the Contractor for performance of a contract. Government-furnished property includes, but is not limited to, spares and property furnished for repair, maintenance, overhaul, or modification. Government-furnished property also includes contractor-acquired property if the contractor-acquired property is a deliverable under a cost contract when accepted by the Government for continued use under the contract.

“Government property” means all property owned or leased by the Government. Government property includes both Government-furnished and Contractor-acquired property. Government property includes material, equipment, special tooling, special test equipment, and real property. Government property does not include intellectual property and software.

“Material” means property that may be consumed or expended during the performance of a contract, component parts of a higher assembly, or items that lose their individual identity through incorporation into an end item. Material does not include equipment, special tooling, special test equipment or real property.

“Nonseverable” means property that cannot be removed after construction or installation without substantial loss of value or damage to the installed property or to the premises where installed.

“Precious metals” means silver, gold, platinum, palladium, iridium, osmium, rhodium, and ruthenium.

“Property” means all tangible property, both real and personal.

SOLICITATION DE-SOL-0002446

“Property Administrator” means an authorized representative of the Contracting Officer appointed in accordance with agency procedures, responsible for administering the contract requirements and obligations relating to Government property in the possession of a Contractor.

“Property records” means the records created and maintained by the contractor in support of its stewardship responsibilities for the management of Government property.

“Provide” means to furnish, as in Government-furnished property, or to acquire, as in contractor-acquired property.

“Real property.” See Federal Management Regulation 102-71.20 (41 CFR 102-71.20).

“Sensitive property” means property potentially dangerous to the public safety or security if stolen, lost, or misplaced, or that shall be subject to exceptional physical security, protection, control, and accountability. Examples include weapons, ammunition, explosives, controlled substances, radioactive materials, hazardous materials or wastes, or precious metals.

“Surplus property” means excess personal property not required by any Federal agency as determined by the Administrator of the General Services Administration (GSA).

(b) Property management.

(1) The Contractor shall have a system to manage (control, use, preserve, protect, repair and maintain) Government property in its possession. The system shall be adequate to satisfy the requirements of this clause. In doing so, the Contractor shall initiate and maintain the processes, systems, procedures, records, and methodologies necessary for effective control of Government property, consistent with voluntary consensus standards and/or industry-leading practices and standards for Government property management except where inconsistent with law or regulation. During the period of performance, the Contractor shall disclose any significant changes to their property management system to the Property Administrator prior to implementation.

(2) The Contractor's responsibility extends from the initial acquisition and receipt of property, through stewardship, custody, and use until formally relieved of responsibility by authorized means, including delivery, consumption, expending, sale (as surplus property), or other disposition, or via a completed investigation, evaluation, and final determination for lost, stolen, damaged, or destroyed property. This requirement applies to all Government property under the Contractor's accountability, stewardship, possession or control, including its vendors or subcontractors (see paragraph (f)(1)(v) of this clause).

(3) The Contractor shall include the requirements of this clause in all subcontracts under which Government property is acquired or furnished for subcontract performance.

(c) Use of Government property.

(1) The Contractor shall use Government property, either furnished or acquired under this contract, only for performing this contract, unless otherwise provided for in this contract or approved by the Contracting Officer.

(2) Modifications or alterations of Government property are prohibited, unless they are—

- (i) Reasonable and necessary due to the scope of work under this contract or its terms and conditions;
- (ii) Required for normal maintenance; or
- (iii) Otherwise authorized by the Contracting Officer.

(3) The Contractor shall not cannibalize Government property unless otherwise provided for in this contract or approved by the Contracting Officer.

(d) Government-furnished property.

(1) The Government shall deliver to the Contractor the Government-furnished property described in this contract. The Government shall furnish related data and information needed for the intended use of the

SOLICITATION DE-SOL-0002446

property. The warranties of suitability of use and timely delivery of Government-furnished property do not apply to property acquired or fabricated by the Contractor as contractor-acquired property and subsequently transferred to another contract with this Contractor.

(2) The delivery and/or performance dates specified in this contract are based upon the expectation that the Government-furnished property will be suitable for contract performance and will be delivered to the Contractor by the dates stated in the contract.

(i) If the property is not delivered to the Contractor by the dates stated in the contract, the Contracting Officer shall, upon the Contractor's timely written request, consider an equitable adjustment to the contract.

(ii) In the event property is received by the Contractor, or for Government-furnished property after receipt and installation, in a condition not suitable for its intended use, the Contracting Officer shall, upon the Contractor's timely written request, advise the Contractor on a course of action to remedy the problem. Such action may include repairing, replacing, modifying, returning, or otherwise disposing of the property at the Government's expense. Upon completion of the required action(s), the Contracting Officer shall consider an equitable adjustment to the contract (see also paragraph (f)(1)(ii)(A) of this clause).

(iii) The Government may, at its option, furnish property in an "as-is" condition. The Contractor will be given the opportunity to inspect such property prior to the property being provided. In such cases, the Government makes no warranty with respect to the serviceability and/or suitability of the property for contract performance. Any repairs, replacement, and/or refurbishment shall be at the Contractor's expense.

(3) (i) The Contracting Officer may by written notice, at any time—

(A) Increase or decrease the amount of Government-furnished property under this contract;

(B) Substitute other Government-furnished property for the property previously furnished, to be furnished, or to be acquired by the Contractor for the Government under this contract; or

(C) Withdraw authority to use property.

(ii) Upon completion of any action(s) under paragraph (d)(3)(i) of this clause, and the Contractor's timely written request, the Contracting Officer shall consider an equitable adjustment to the contract.

(e) Title to Government property.

(1) The Government shall retain title to all Government-furnished property. Title to Government property shall not be affected by its incorporation into or attachment to any property not owned by the Government, nor shall Government property become a fixture or lose its identity as personal property by being attached to any real property.

(2) Fixed-price contracts.

(i) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (collectively referred to as "Government property"), are subject to the provisions of this clause.

(ii) Title vests in the Government for all property acquired or fabricated by the Contractor in accordance with the financing provisions or other specific requirements for passage of title in the contract. Under fixed price type contracts, in the absence of financing provisions or other specific requirements for passage of title in the contract, the Contractor retains title to all property acquired by the Contractor for use on the contract, except for property identified as a deliverable end item. If a deliverable item is to be retained by the Contractor for use after inspection and acceptance by the Government, it shall be made accountable to the contract through a contract modification listing the item as Government-furnished property.

(iii) If this contract contains a provision directing the Contractor to purchase property for which the Government will reimburse the Contractor as a direct item of cost under this contract—

(A) Title to property purchased from a vendor shall pass to and vest in the Government upon the

SOLICITATION DE-SOL-0002446

vendor's delivery of such property; and

(B) Title to all other property shall pass to and vest in the Government upon—

- (1) Issuance of the property for use in contract performance;
- (2) Commencement of processing of the property or its use in contract performance; or
- (3) Reimbursement of the cost of the property by the Government, whichever occurs first.

(3) Title under Cost-Reimbursement or Time-and-Material Contracts or Cost-Reimbursable contract line items under Fixed-Price contracts.

(i) Title to all property purchased by the Contractor for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract shall pass to and vest in the Government upon the vendor's delivery of such property.

(ii) Title to all other property, the cost of which is reimbursable to the Contractor, shall pass to and vest in the Government upon—

- (A) Issuance of the property for use in contract performance;
- (B) Commencement of processing of the property for use in contract performance; or
- (C) Reimbursement of the cost of the property by the Government, whichever occurs first.

(iii) All Government-furnished property and all property acquired by the Contractor, title to which vests in the Government under this paragraph (e)(3)(iii) (collectively referred to as "Government property)", are subject to the provisions of this clause.

(f) Contractor plans and systems.

(1) Contractors shall establish and implement property management plans, systems, and procedures at the contract, program, site or entity level to enable the following outcomes:

(i) Acquisition of Property. The Contractor shall document that all property was acquired consistent with its engineering, production planning, and property control operations.

(ii) Receipt of Government Property. The Contractor shall receive Government property (document the receipt), record the information necessary to meet the record requirements of paragraph (f)(1)(iii)(A)(1) through (5) of this clause, identify as Government owned in a manner appropriate to the type of property (e.g., stamp, tag, mark, or other identification), and manage any discrepancies incident to shipment.

(A) Government-furnished property. The Contractor shall furnish a written statement to the Property Administrator containing all relevant facts, such as cause or condition and a recommended course(s) of action, if overages, shortages, or damages and/or other discrepancies are discovered upon receipt of Government-furnished property.

(B) Contractor-acquired property. The Contractor shall take all actions necessary to adjust for overages, shortages, damage and/or other discrepancies discovered upon receipt, in shipment of Contractor-acquired property from a vendor or supplier, so as to ensure the proper allocability and allowability of associated costs.

(iii) Records of Government property. The Contractor shall create and maintain records of all Government property accountable to the contract, including Government-furnished and Contractor-acquired property.

(A) Property records shall enable a complete, current, auditable record of all transactions and shall, unless otherwise approved by the Property Administrator, contain the following:

- (1) The name, part number and description, manufacturer, model number, and National Stock

SOLICITATION DE-SOL-0002446

Number (if needed for additional item identification tracking and/or disposition).

(2) Quantity received (or fabricated), issued, and balance-on-hand.

(3) Unit acquisition cost.

(4) Unique-item identifier or equivalent (if available and necessary for individual item tracking).

(5) Unit of measure.

(6) Accountable contract number or equivalent code designation.

(7) Location.

(8) Disposition.

(9) Posting reference and date of transaction.

(10) Date placed in service.

(B) Use of a Receipt and Issue System for Government Material. When approved by the Property Administrator, the Contractor may maintain, in lieu of formal property records, a file of appropriately cross-referenced documents evidencing receipt, issue, and use of material that is issued for immediate consumption.

(iv) Physical inventory. The Contractor shall periodically perform, record, and disclose physical inventory results. A final physical inventory shall be performed upon contract completion or termination. The Property Administrator may waive this final inventory requirement, depending on the circumstances (e.g., overall reliability of the Contractor's system or the property is to be transferred to a follow-on contract).

(v) Subcontractor control.

(A) The Contractor shall award subcontracts that clearly identify assets to be provided and shall ensure appropriate flow down of contract terms and conditions (e.g., extent of liability for loss, theft, damage or destruction of Government property).

(B) The Contractor shall assure its subcontracts are properly administered and reviews are periodically performed to determine the adequacy of the subcontractor's property management system.

(vi) Reports. The Contractor shall have a process to create and provide reports of discrepancies; loss, theft, damage or destruction; physical inventory results; audits and self-assessments; corrective actions; and other property related reports as directed by the Contracting Officer.

(A) Loss, theft, damage or destruction. Unless otherwise directed by the Property Administrator, the Contractor shall investigate and promptly furnish a written narrative of all incidents of loss, theft, damage or destruction to the property administrator as soon as the facts become known or when requested by the Government.

(B) Such reports shall, at a minimum, contain the following information:

(1) Date of incident (if known).

(2) The name, commercial description, manufacturer, model number, and National Stock Number (if applicable).

(3) Quantity.

(4) Unique-item Identifier (if available).

(5) Accountable Contract number.

SOLICITATION DE-SOL-0002446

(6) A statement indicating current or future need.

(7) Acquisition cost, or if applicable, estimated scrap proceeds, estimated repair or replacement costs.

(8) All known interests in commingled property of which the Government property is a part.

(9) Cause and corrective action taken or to be taken to prevent recurrence.

(10) A statement that the Government will receive any reimbursement covering the loss, theft, damage or destruction in the event the Contractor was or will be reimbursed or compensated.

(11) Copies of all supporting documentation.

(12) Last known location.

(13) A statement that the property did or did not contain sensitive or hazardous material, and if so, that the appropriate agencies were notified.

(vii) Relief of stewardship responsibility. Unless the contract provides otherwise, the Contractor shall be relieved of stewardship responsibility for Government property when such property is—

(A) Consumed or expended, reasonably and properly, or otherwise accounted for, in the performance of the contract, including reasonable inventory adjustments of material as determined by the Property Administrator; or a Property Administrator granted relief of responsibility for loss, theft, damage or destruction of Government property;

(B) Delivered or shipped from the Contractor's plant, under Government instructions, except when shipment is to a subcontractor or other location of the Contractor; or

(C) Disposed of in accordance with paragraphs (j) and (k) of this clause.

(viii) Utilizing Government property.

(A) The Contractor shall utilize, consume, move, and store Government Property only as authorized under this contract. The Contractor shall promptly disclose and report Government property in its possession that is excess to contract performance.

(B) Unless otherwise authorized in this contract or by the Property Administrator the Contractor shall not commingle Government material with material not owned by the Government.

(ix) Maintenance. The Contractor shall properly maintain Government property. The Contractor's maintenance program shall enable the identification, disclosure, and performance of normal and routine preventative maintenance and repair. The Contractor shall disclose and report to the Property Administrator the need for replacement and/or capital rehabilitation.

(x) Property closeout. The Contractor shall promptly perform and report to the Property Administrator contract property closeout, to include reporting, investigating and securing closure of all loss, theft, damage or destruction cases; physically inventorying all property upon termination or completion of this contract; and disposing of items at the time they are determined to be excess to contractual needs.

(2) The Contractor shall establish and maintain Government accounting source data, as may be required by this contract, particularly in the areas of recognition of acquisitions and dispositions of material and equipment.

(3) The Contractor shall establish and maintain procedures necessary to assess its property management system effectiveness, and shall perform periodic internal reviews and audits. Significant findings and/or results of such reviews and audits pertaining to Government property shall be made available to the Property Administrator.

SOLICITATION DE-SOL-0002446

(g) Systems analysis.

(1) The Government shall have access to the contractor's premises and all Government property, at reasonable times, for the purposes of reviewing, inspecting and evaluating the Contractor's property management plan(s), systems, procedures, records, and supporting documentation that pertains to Government property. This access includes all site locations and, with the Contractor's consent, all subcontractor premises.

(2) Records of Government property shall be readily available to authorized Government personnel and shall be appropriately safeguarded.

(3) Should it be determined by the Government that the Contractor's (or subcontractor's) property management practices are inadequate or not acceptable for the effective management and control of Government property under this contract, or present an undue risk to the Government, the Contractor shall prepare a corrective action plan when requested by the Property Administrator and take all necessary corrective actions as specified by the schedule within the corrective action plan.

(4) The Contractor shall ensure Government access to subcontractor premises, and all Government property located at subcontractor premises, for the purposes of reviewing, inspecting and evaluating the subcontractor's property management plan, systems, procedures, records, and supporting documentation that pertains to Government property.

(h) Contractor Liability for Government Property.

(1) The Contractor assumes the risk of, and shall be responsible for, any loss, theft, damage or destruction of Government property upon its delivery to the Contractor as Government-furnished property. However, the Contractor is not responsible for reasonable wear and tear to Government property or for Government property properly consumed in performing this contract.

(2) The Contractor shall take all reasonable actions necessary to protect the Government property from further loss, theft, damage or destruction. The Contractor shall separate the damaged and undamaged Government property, place all the affected Government property in the best possible order, and take such other action as the Property Administrator directs.

(3) The Contractor shall do nothing to prejudice the Government's rights to recover against third parties for any loss, theft, damage or destruction of Government property.

(4) Upon the request of the Contracting Officer, the Contractor shall, at the Government's expense, furnish to the Government all reasonable assistance and cooperation, including the prosecution of suit and the execution of instruments of assignment in favor of the Government in obtaining recovery.

(i) Equitable adjustment. Equitable adjustments under this clause shall be made in accordance with the procedures of the Changes clause. However, the Government shall not be liable for breach of contract for the following:

(1) Any delay in delivery of Government-furnished property.

(2) Delivery of Government-furnished property in a condition not suitable for its intended use.

(3) An increase, decrease, or substitution of Government-furnished property.

(4) Failure to repair or replace Government property for which the Government is responsible.

(j) Contractor inventory disposal. Except as otherwise provided for in this contract, the Contractor shall not dispose of Contractor inventory until authorized to do so by the Plant Clearance Officer.

(1) Scrap to which the Government has obtained title under paragraph (e) of this clause.

(i) Contractor with an approved scrap procedure.

(A) The Contractor may dispose of scrap resulting from production or testing under this contract without Government approval. However, if the scrap requires demilitarization or is sensitive property, the

SOLICITATION DE-SOL-0002446

Contractor shall submit the scrap on an inventory disposal schedule.

(B) For scrap from other than production or testing the Contractor may prepare scrap lists in lieu of inventory disposal schedules (provided such lists are consistent with the approved scrap procedures).

(C) Inventory disposal schedules shall be submitted for all aircraft regardless of condition, flight safety critical aircraft parts, and scrap that—

- (1) Requires demilitarization;
- (2) Is a classified item;
- (3) Is generated from classified items;
- (4) Contains hazardous materials or hazardous wastes;
- (5) Contains precious metals that are economically beneficial to recover; or
- (6) Is dangerous to the public health, safety, or welfare.

(ii) Contractor without an approved scrap procedure. The Contractor shall submit an inventory disposal schedule for all scrap. The Contractor may not dispose of scrap resulting from production or testing under this contract without Government approval.

(2) Predisposal requirements.

(i) Once the Contractor determines that Contractor-acquired property is no longer needed for contract performance, the Contractor in the following order of priority—

- (A) May contact the Contracting Officer if use of the property in the performance of other Government contracts is practical;
- (B) May purchase the property at the acquisition cost; or
- (C) Shall make reasonable efforts to return unused property to the appropriate supplier at fair market value (less, if applicable, a reasonable restocking fee that is consistent with the supplier's customary practices).

(ii) The Contractor shall list, on Standard Form 1428, Inventory Disposal Schedule, property that was not used in the performance of other Government contracts under paragraph (j)(2)(i)(A) of this clause, property that was not purchased under paragraph (j)(2)(i)(B) of this clause, and property that could not be returned to a supplier under paragraph (j)(2)(i)(C) of this clause.

(3) Inventory disposal schedules.

(i) The Contractor shall use Standard Form 1428, Inventory Disposal Schedule, to identify—

- (A) Government-furnished property that is no longer required for performance of this contract, provided the terms of another Government contract do not require the Government to furnish that property for performance of this contract;
- (B) Contractor-acquired property, to which the Government has obtained title under paragraph (e) of this clause, which is no longer required for performance of that contract; and
- (C) Termination inventory.

(ii) The Contractor may annotate inventory disposal schedules to identify property the Contractor wishes to purchase from the Government.

(iii) Unless the Plant Clearance Officer has agreed otherwise, or the contract requires electronic submission

SOLICITATION DE-SOL-0002446

of inventory disposal schedules, the Contractor shall prepare separate inventory disposal schedules for—

- (A) Special test equipment with commercial components;
- (B) Special test equipment without commercial components;
- (C) Printing equipment;
- (D) Information technology (e.g., computers, computer components, peripheral equipment, and related equipment);
- (E) Precious metals in raw or bulk form;
- (F) Nonnuclear hazardous materials or hazardous wastes; or
- (G) Nuclear materials or nuclear wastes.

(iv) The Contractor shall provide the information required by FAR 52.245-1(f)(1)(iii) along with the following:

- (A) Any additional; information that may facilitate understanding of the property's intended use.
- (B) For work-in-progress, the estimated percentage of completion.
- (C) For precious metals, the type of metal and estimated weight.
- (D) For hazardous material or property contaminated with hazardous material, the type of hazardous material.
- (E) For metals in mill product form, the form, shape, treatment, hardness, temper, specification (commercial or Government) and dimensions (thickness, width and length).

(v) Property with the same description, condition code, and reporting location may be grouped in a single line item.

(vi) Scrap should be reported by "lot" along with metal content, estimated weight and estimated value.

(4) Submission requirements. The Contractor shall submit inventory disposal schedules to the Plant Clearance Officer no later than—

- (i) 30-days following the Contractor's determination that a Government property item is no longer required for performance of this contract;
- (ii) 60 days, or such longer period as may be approved by the Plant Clearance Officer, following completion of contract deliveries or performance; or
- (iii) 120 days, or such longer period as may be approved by the Termination Contracting Officer following contract termination in whole or in part.

(5) Corrections. The Plant Clearance Officer may—

- (i) Reject a schedule for cause (e.g., contains errors, determined to be inaccurate); and
- (ii) Require the Contractor to correct an inventory disposal schedule.

(6) Postsubmission adjustments. The Contractor shall notify the Plant Clearance Officer at least 10 working days in advance of its intent to remove an item from an approved inventory disposal schedule. Upon approval of the Plant Clearance Officer, or upon expiration of the notice period, the Contractor may make the necessary adjustments to the inventory schedule.

(7) Storage.

SOLICITATION DE-SOL-0002446

(i) The Contractor shall store the property identified on an inventory disposal schedule pending receipt of disposal instructions. The Government's failure to furnish disposal instructions within 120 days following acceptance of an inventory disposal schedule may entitle the Contractor to an equitable adjustment for costs incurred to store such property on or after the 121st day.

(ii) The Contractor shall obtain the Plant Clearance Officer's approval to remove Government property from the premises where the property is currently located prior to receipt of final disposition instructions. If approval is granted, any costs incurred by the Contractor to transport or store the property shall not increase the price or fee of any Government contract. The storage area shall be appropriate for assuring the property's physical safety and suitability for use. Approval does not relieve the Contractor of any liability for such property under this contract.

(8) Disposition instructions.

(i) If the Government does not furnish disposition instructions to the Contractor within 45 days following acceptance of a scrap list, the Contractor may dispose of the listed scrap in accordance with the Contractor's approved scrap procedures.

(ii) The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of Contractor inventory as directed by the Plant Clearance Officer. Unless otherwise directed by the Contracting Officer or by the Plant Clearance Officer, the Contractor shall remove and destroy any markings identifying the property as U.S. Government-owned property prior to its disposal.

(iii) The Contracting Officer may require the Contractor to demilitarize the property prior to shipment or disposal. In such cases, the Contractor may be entitled to an equitable adjustment under paragraph (i) of this clause.

(9) Disposal proceeds. As directed by the Contracting Officer, the Contractor shall credit the net proceeds from the disposal of Contractor inventory to the contract, or to the Treasury of the United States as miscellaneous receipts.

(10) Subcontractor inventory disposal schedules. The Contractor shall require its Subcontractors to submit inventory disposal schedules to the Contractor in accordance with the requirements of paragraph (j)(4) of this clause.

(k) Abandonment of Government property.

(1) The Government shall not abandon sensitive Government property or termination inventory without the Contractor's written consent.

(2) The Government, upon notice to the Contractor, may abandon any nonsensitive Government property in place, at which time all obligations of the Government regarding such property shall cease.

(3) The Government has no obligation to restore or rehabilitate the Contractor's premises under any circumstances; however, if Government-furnished property is withdrawn or is unsuitable for the intended use, or if other Government property is substituted, then the equitable adjustment under paragraph (i) of this clause may properly include restoration or rehabilitation costs.

(l) Communication. All communications under this clause shall be in writing.

(m) Contracts outside the United States. If this contract is to be performed outside of the United States and its outlying areas, the words "Government" and "Government-furnished" (wherever they appear in this clause) shall be construed as "United States Government" and "United States Government-furnished," respectively.

I.121 DEAR 952.203-70 Whistleblower Protection for Contractor Employees (DEC 2000)

Formatted: Bullets and Numbering

(a) The Contractor shall comply with the requirements of "DOE Contractor Employee Protection Program" at 10 CFR part 708 for work performed on behalf of DOE directly related to activities at DOE-owned or-leased sites.

(b) The Contractor shall insert or have inserted the substance of this clause, including this paragraph (b), in subcontracts at all tiers, for subcontracts involving work performed on behalf of DOE directly related to

activities at DOE-owned or leased sites.

I.122 DEAR 952.204-2 Security (MAY 2002)

Formatted: Bullets and Numbering

- (a) Responsibility. It is the Contractor's duty to safeguard all classified information, special nuclear material, and other DOE property. The Contractor shall, in accordance with DOE security regulations and requirements, be responsible for safeguarding all classified information and protecting against sabotage, espionage, loss or theft of the classified documents and material in the Contractor's possession in connection with the performance of work under this contract. Except as otherwise expressly provided in this contract, the Contractor shall, upon completion or termination of this contract, transmit to DOE any classified matter in the possession of the Contractor or any person under the Contractor's control in connection with performance of this contract. If retention by the Contractor of any classified matter is required after the completion or termination of the contract, the Contractor shall identify the items and types or categories of matter proposed for retention, the reasons for the retention of the matter, and the proposed period of retention. If the retention is approved by the contracting officer, the security provisions of the contract shall continue to be applicable to the matter retained. Special nuclear material shall not be retained after the completion or termination of the contract.
- (b) Regulations. The Contractor agrees to comply with all security regulations and requirements of DOE in effect on the date of award.
- (c) Definition of classified information. The term "classified information" means Restricted Data, Formerly Restricted Data, or National Security Information.
- (d) Definition of restricted data. The term "Restricted Data" means all data concerning (1) design, manufacture, or utilization of atomic weapons; (2) the production of special nuclear material; or (3) the use of special nuclear material in the production of energy, but shall not include data declassified or removed from the Restricted Data category pursuant to Section 142 of the Atomic Energy Act of 1954, as amended.
- (e) Definition of formerly restricted data. The term "Formerly Restricted Data" means all data removed from the Restricted Data category under section 142 d. of the Atomic Energy Act of 1954, as amended.
- (f) Definition of National Security Information. The term "National Security Information" means any information or material, regardless of its physical form or characteristics, that is owned by, produced for or by, or is under the control of the United States Government, that has been determined pursuant to Executive Order 12356 or prior Orders to require protection against unauthorized disclosure, and which is so designated.
- (g) Definition of Special Nuclear Material (SNM). SNM means: (1) plutonium, uranium enriched in the isotope 233 or in the isotope 235, and any other material which pursuant to the provisions of Section 51 of the Atomic Energy Act of 1954, as amended, has been determined to be special nuclear material, but does not include source material; or (2) any material artificially enriched by any of the foregoing, but does not include source material.
- (h) Security clearance of personnel. The Contractor shall not permit any individual to have access to any classified information, except in accordance with the Atomic Energy Act of 1954, as amended, Executive Order 12356, and the DOE's regulations or requirements applicable to the particular level and category of classified information to which access is required.
- (i) Criminal liability. It is understood that disclosure of any classified information relating to the work or services ordered hereunder to any person not entitled to receive it, or failure to safeguard any classified information that may come to the Contractor or any person under the Contractor's control in connection with work under this contract, may subject the Contractor, its agents, employees, or subcontractors to criminal liability under the laws of the United States. (See the Atomic Energy Act of 1954, as amended, 42 U.S.C. 2011 et seq.; 18 U.S.C. 793 and 794; and E.O. 12356.)
- (j) Foreign Ownership, Control or Influence.
 - (1) The Contractor shall immediately provide the cognizant security office written notice of any change in the

SOLICITATION DE-SOL-0002446

extent and nature of foreign ownership, control or influence over the Contractor which would affect any answer to the questions presented in the Certificate Pertaining to Foreign Interests, Standard Form 328 or the Foreign Ownership, Control or Influence questionnaire executed by the Contractor prior to the award of this contract. In addition, any notice of changes in ownership or control which are required to be reported to the Securities and Exchange Commission, the Federal Trade Commission, or the Department of Justice shall also be furnished concurrently to the Contracting Officer.

- (2) If a Contractor has changes involving foreign ownership, control or influence, DOE must determine whether the changes will pose an undue risk to the common defense and security. In making this determination, DOE will consider proposals made by the Contractor to avoid or mitigate foreign influences.
- (3) If the cognizant security office at any time determines that the Contractor is, or is potentially, subject to foreign ownership, control or influence, the Contractor shall comply with such instructions as the Contracting Officer shall provide in writing to safeguard any classified information or special nuclear material.
- (4) The Contractor agrees to insert terms that conform substantially to the language of this clause, including this paragraph, in all subcontracts under this contract that will require subcontractor employees to possess access authorizations. Additionally, the Contractor must require subcontractors to have an existing DOD or DOE Facility Clearance or submit a completed Certificate Pertaining to Foreign Interests, Standard Form 328, required in DEAR 952.204-73 prior to award of a subcontract. Information to be provided by a subcontractor pursuant to this clause may be submitted directly to the Contracting Officer. For purposes of this clause, subcontractor means any subcontractor at any tier and the term "Contracting Officer" means the DOE Contracting Officer. When this clause is included in a subcontract, the term "Contractor" shall mean Subcontractor and the term "contract" shall mean subcontract.
- (5) The Contracting Officer may terminate this contract for default either if the Contractor fails to meet obligations imposed by this clause or if the Contractor creates a FOCI situation in order to avoid performance or a termination for default. The Contracting Officer may terminate this contract for convenience if the Contractor becomes subject to FOCI and for reasons other than avoidance of performance of the contract, cannot, or chooses not to, avoid or mitigate the FOCI problem.

I.123 DEAR 952.204-70 Classification/Declassification (SEP 1997)

Formatted: Bullets and Numbering

In the performance of work under this contract, the Contractor or subcontractor shall comply with all provisions of the Department of Energy's regulations and mandatory DOE directives which apply to work involving the classification and declassification of information, documents, or material. In this section, "information" means facts, data, or knowledge itself; "document" means the physical medium on or in which information is recorded; and "material" means a product or substance which contains or reveals information, regardless of its physical form or characteristics. Classified information is "Restricted Data" and "Formerly Restricted Data" (classified under the Atomic Energy Act of 1954, as amended) and "National Security Information" (classified under Executive Order 12958 or prior Executive Orders). The original decision to classify or declassify information is considered an inherently Governmental function. For this reason, only Government personnel may serve as original classifiers, i.e., Federal Government Original Classifiers. Other personnel (Government or Contractor) may serve as derivative classifier, which involves making classification decisions based upon classification guidance, which reflect decisions made by Federal Government Original Classifiers.

The Contractor or subcontractor shall ensure that any document or material that may contain classified information is reviewed by either a Federal Government or a Contractor Derivative Classifier in accordance with classification regulations including mandatory DOE directives and classification/declassification guidance furnished to the Contractor by the Department of Energy to determine whether it contains classified information prior to dissemination. For information which is not addressed in classification/declassification guidance, but whose sensitivity appears to warrant classification, the Contractor or subcontractor shall ensure that such information is reviewed by a Federal Government Original Classifier.

In addition, the Contractor or subcontractor shall ensure that existing classified documents (containing either Restricted Data or Formerly Restricted Data or National Security Information) which are in its possession or under its control are periodically reviewed by a Federal Government or Contractor Derivative Classifier in accordance with classification regulations, mandatory DOE directives and classification/declassification guidance furnished to

SOLICITATION DE-SOL-0002446

the Contractor by the Department of Energy to determine if the documents are no longer appropriately classified. Priorities for declassification review of classified documents shall be based on the degree of public and researcher interest and the likelihood of declassification upon review. Documents which no longer contain classified information are to be declassified. Declassified documents then shall be reviewed to determine if they are publicly releasable. Documents which are declassified and determined to be publicly releasable are to be made available to the public in order to maximize the public's access to as much Government information as possible while minimizing security costs.

The Contractor or subcontractor shall insert this clause in any subcontract which involves or may involve access to classified information.

I.124 DEAR 970.5223-1 Integration of Environmental, Safety, and Health into Work Planning and Execution (DEC 2000)

Formatted: Bullets and Numbering

(a) For the purposes of this clause,

(1) Safety encompasses environment, safety and health, including pollution prevention and waste minimization; and

(2) Employees include subcontractor employees.

(b) In performing work under this contract, the contractor shall perform work safely, in a manner that ensures adequate protection for employees, the public, and the environment, and shall be accountable for the safe performance of work. The contractor shall exercise a degree of care commensurate with the work and the associated hazards. The contractor shall ensure that management of environment, safety and health (ES&H) functions and activities becomes an integral but visible part of the contractor's work planning and execution processes. The contractor shall, in the performance of work, ensure that:

(1) Line management is responsible for the protection of employees, the public, and the environment. Line management includes those contractor and subcontractor employees managing or supervising employees performing work.

(2) Clear and unambiguous lines of authority and responsibility for ensuring (ES&H) are established and maintained at all organizational levels.

(3) Personnel possess the experience, knowledge, skills, and abilities that are necessary to discharge their responsibilities.

(4) Resources are effectively allocated to address ES&H, programmatic, and operational considerations. Protecting employees, the public, and the environment is a priority whenever activities are planned and performed.

(5) Before work is performed, the associated hazards are evaluated and an agreed-upon set of ES&H standards and requirements are established which, if properly implemented, provide adequate assurance that employees, the public, and the environment are protected from adverse consequences.

(6) Administrative and engineering controls to prevent and mitigate hazards are tailored to the work being performed and associated hazards. Emphasis should be on designing the work and/or controls to reduce or eliminate the hazards and to prevent accidents and unplanned releases and exposures.

(7) The conditions and requirements to be satisfied for operations to be initiated and conducted are established and agreed-upon by DOE and the contractor. These agreed-upon conditions and requirements are requirements of the contract and binding upon the contractor. The extent of documentation and level of authority for agreement shall be tailored to the complexity and hazards associated with the work and shall be established in a Safety Management System.

(c) The contractor shall manage and perform work in accordance with a documented Safety Management System (System) that fulfills all conditions in paragraph (b) of this clause at a minimum. Documentation of the System shall describe how the contractor will:

SOLICITATION DE-SOL-0002446

- (1) Define the scope of work;
- (2) Identify and analyze hazards associated with the work;
- (3) Develop and implement hazard controls;
- (4) Perform work within controls; and
- (5) Provide feedback on adequacy of controls and continue to improve safety management.

(d) The System shall describe how the contractor will establish, document, and implement safety performance objectives, performance measures, and commitments in response to DOE program and budget execution guidance while maintaining the integrity of the System. The System shall also describe how the contractor will measure system effectiveness.

(e) The contractor shall submit to the contracting officer documentation of its System for review and approval. Dates for submittal, discussions, and revisions to the System will be established by the contracting officer. Guidance on the preparation, content, review, and approval of the System will be provided by the contracting officer. On an annual basis, the contractor shall review and update, for DOE approval, its safety performance objectives, performance measures, and commitments consistent with and in response to DOE's program and budget execution guidance and direction. Resources shall be identified and allocated to meet the safety objectives and performance commitments as well as maintain the integrity of the entire System. Accordingly, the System shall be integrated with the contractor's business processes for work planning, budgeting, authorization, execution, and change control.

(f) The contractor shall comply with, and assist the Department of Energy in complying with, ES&H requirements of all applicable laws and regulations, and applicable directives identified in the clause of this contract entitled "Laws, Regulations, and DOE Directives." The contractor shall cooperate with Federal and non-Federal agencies having jurisdiction over ES&H matters under this contract.

(g) The contractor shall promptly evaluate and resolve any noncompliance with applicable ES&H requirements and the System. If the contractor fails to provide resolution or if, at any time, the contractor's acts or failure to act causes substantial harm or an imminent danger to the environment or health and safety of employees or the public, the contracting officer may issue an order stopping work in whole or in part. Any stop work order issued by a contracting officer under this clause (or issued by the contractor to a subcontractor in accordance with paragraph (i) of this clause) shall be without prejudice to any other legal or contractual rights of the Government. In the event that the contracting officer issues a stop work order, an order authorizing the resumption of the work may be issued at the discretion of the contracting officer. The contractor shall not be entitled to an extension of time or additional fee or damages by reason of, or in connection with, any work stoppage ordered in accordance with this clause.

(h) Regardless of the performer of the work, the contractor is responsible for compliance with the ES&H requirements applicable to this contract. The contractor is responsible for flowing down the ES&H requirements applicable to this contract to subcontracts at any tier to the extent necessary to ensure the contractor's compliance with the requirements.

(i) The contractor shall include a clause substantially the same as this clause in subcontracts involving complex or hazardous work on site at a DOE-owned or-leased facility. Such subcontracts shall provide for the right to stop work under the conditions described in paragraph (g) of this clause. Depending on the complexity and hazards associated with the work, the contractor may choose not to require the subcontractor to submit a Safety Management System for the contractor's review and approval.

I.125 DEAR 970.5223-4 Workplace Substance Abuse Programs at DOE Sites (DEC 2010)

Formatted: Bullets and Numbering

- (a) Program Implementation. The Contractor shall, consistent with 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, incorporated herein by reference with full force and effect, develop, implement, and maintain a workplace substance abuse program.
- (b) Remedies. In addition to any other remedies available to the Government, the Contractor's failure to comply with the requirements of 10 CFR part 707 or to perform in a manner consistent with its approved program

SOLICITATION DE-SOL-0002446

may render the Contractor subject to: the suspension of contract payments, or, where applicable, a reduction in award fee; termination for default; and suspension or debarment.

(c) Subcontracts.

- (1) The Contractor agrees to notify the contracting officer reasonably in advance of, but not later than 30 days prior to, the award of any subcontract the Contractor believes may be subject to the requirements of 10 CFR Part 707.
- (2) The DOE prime Contractor shall require all subcontracts subject to the provisions of 10 CFR part 707 to agree to develop and implement a workplace substance abuse program that complies with the requirements of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites, as a condition for award of the subcontract. The DOE prime Contractor shall review and approve each subcontractor's program, and shall periodically monitor each subcontractor's implementation of the program for effectiveness and compliance with 10 CFR part 707.
- (3) The Contractor agrees to include, and require the inclusion of, the requirements of this clause in all subcontracts, at any tier, that are subject to the provisions of 10 CFR part 707.

SECTION J
LIST OF ATTACHMENTS

J.1 List of Attachments

- A: Government Furnished Property (GFP) List
- B: Reporting Requirements Checklist
- C.1: Wage Rate Determination Number 1996-0223 Revision 28
- C.2: Wage Rate Determination Number 2005-2512 Revision 13
- D: Office of Environmental Management FY 2011 Performance Agreement with the Assistant Secretary

Deleted:Page Break.....

ATTACHMENT A: GOVERNMENT FURNISHED PROPERTY (GFP) LIST

TO BE INSERTED AT TIME OF AWARD

[illegible]

SOLICITATION DE-SOL-0002446

Frequency Key:

O = On Award
A = Annually (12 months after award)
D = Within 24 hours after incident
M = Monthly
R = As Required

Distribution:

One electronic and one hard copy shall be submitted to the CO and COR as listed below:

DOE CO Address:

U.S. Department of Energy, Carlsbad Field Office
Attn: Art Welton
P.O. Box 3090
Carlsbad, NM 88221-3090
Email: art.welton@wipp.ws

DOE COR Address:

U.S. Department of Energy, Carlsbad Field Office
Attn: J.R. Stroble
P.O. Box 3090
Carlsbad, NM 88221-3090
Email: j.r.stroble@wipp.ws

ATTACHMENT C.1: WAGE RATE DETERMINATION NUMBER 1996-0223 REVISION 28

WD 96-0223 (Rev.-28) was first posted on www.wdol.gov on 11/30/2010

Hazardous Waste Pickup/Disposal Services

| | | |
|--|--|-------------------------------------|
| REGISTER OF WAGE DETERMINATIONS UNDER | | U.S. DEPARTMENT OF LABOR |
| THE SERVICE CONTRACT ACT | | EMPLOYMENT STANDARDS ADMINISTRATION |
| By direction of the Secretary of Labor | | WAGE AND HOUR DIVISION |
| | | WASHINGTON, D.C. 20210 |

| | | | |
|--------------------|------------------|--|----------------------------------|
| Shirley F. Ebbesen | Division of Wage | | Wage Determination No: 1996-0223 |
| Director | Determinations | | Revision No: 28 |
| | | | Date Of Revision: 11/24/2010 |

 NATIONWIDE: Applicable in the continental U.S. and Hawaii
 Regions are defined as follows:

MIDWEST REGION: Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Missouri, Nebraska, North Dakota, Ohio, South Dakota, and Wisconsin;

NORTHEAST REGION: Connecticut, Maine, Massachusetts, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont;

SOUTH REGION: Alabama, Arkansas, Delaware, District of Columbia, Florida, Georgia, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, Virginia, and West Virginia;

WEST REGION: Arizona, California, Colorado, Hawaii, Idaho, Montana, Nevada, New Mexico, Oregon, Utah, Washington, and Wyoming.

 Fringe Benefits Required Follow the Occupational Listing

Employed on contracts for removal of oil spills, hazardous waste materials and related cleanup services.

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|----------------------------------|----------|-------|
| 23440 - Heavy Equipment Operator | | |
| MIDWEST REGION | | 28.56 |
| NORTHEAST REGION | | 27.13 |
| SOUTH REGION | | 24.88 |
| WEST REGION | | 28.01 |
| 23470 - Laborer | | |
| MIDWEST REGION | | 16.07 |
| NORTHEAST REGION | | 16.46 |
| SOUTH REGION | | 12.54 |
| WEST REGION | | 14.35 |
| 30090 - Environmental Technician | | |
| MIDWEST REGION | | 25.42 |
| NORTHEAST REGION | | 27.06 |
| SOUTH REGION | | 24.10 |
| WEST REGION | | 25.58 |
| 31010 - Airplane Pilot | | 27.51 |
| 31361 - Truckdriver, Light | | |
| MIDWEST REGION | | 14.49 |
| NORTHEAST REGION | | 18.18 |
| SOUTH REGION | | 11.78 |
| WEST REGION | | 12.26 |

Deleted: 831

SOLICITATION DE-SOL-0002446

| | |
|-----------------------------|-------|
| 31362 - Truckdriver, Medium | |
| MIDWEST REGION | 23.37 |
| NORTHEAST REGION | 23.41 |
| SOUTH REGION | 19.88 |
| WEST REGION | 21.95 |
| 31363 - Truckdriver, Heavy | |
| MIDWEST REGION | 24.49 |
| NORTHEAST REGION | 24.59 |
| SOUTH REGION | 20.83 |
| WEST REGION | 23.04 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.50 per hour or \$140.00 per week or \$606.67 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

VACATION (Hawaii): 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 10 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HEALTH & WELFARE (Hawaii): \$1.42 per hour, or \$56.80 per week, or \$246.13 per month hour for all employees on whose behalf the contractor provides health care benefits pursuant to the Hawaii prepaid Health Care Act. For those employees who are not receiving health care benefits mandated by the Hawaii prepaid Health Care Act, the new health and welfare benefit rate will be \$3.50 per hour.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

Deleted: 831

SOLICITATION DE-SOL-0002446

**** NOTES APPLYING TO THIS WAGE DETERMINATION ****

Under the policy and guidance contained in All Agency Memorandum No. 159, the Wage and Hour Division does not recognize, for section 4(c) purposes, prospective wage rates and fringe benefit provisions that are effective only upon such contingencies as "approval of Wage and Hour, issuance of a wage determination, incorporation of the wage determination in the contract, adjusting the contract price, etc." (The relevant CBA section) in the collective bargaining agreement between (the parties) contains contingency language that Wage and Hour does not recognize as reflecting "arm's length negotiation" under section 4(c) of the Act and 29 C.F.R. 5.11(a) of the regulations. This wage determination therefore reflects the actual CBA wage rates and fringe benefits paid under the predecessor contract.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

Deleted: 831

SOLICITATION DE-SOL-0002446

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

SOLICITATION DE-SOL-0002446

ATTACHMENT C.2: WAGE RATE DETERMINATION NUMBER 2005-2512 REVISION 13

WD 05-2512 (Rev.-13) was first posted on www.wdol.gov on 06/29/2010

 REGISTER OF WAGE DETERMINATIONS UNDER | U.S. DEPARTMENT OF LABOR
 THE SERVICE CONTRACT ACT | EMPLOYMENT STANDARDS ADMINISTRATION
 By direction of the Secretary of Labor | WAGE AND HOUR DIVISION
 | WASHINGTON D.C. 20210
 |
 |
 |
 |
 | Wage Determination No.: 2005-2512
 Shirley F. Ebbesen Division of | Revision No.: 13
 Director Wage Determinations | Date Of Revision: 06/21/2010
 States: New Mexico, Texas

Area: New Mexico Counties of Chaves, Dona Ana, Eddy, Grant, Hidalgo, Lincoln, Luna,
 Otero, Sierra
 Texas Counties of Culberson, El Paso, Hudspeth

Fringe Benefits Required Follow the Occupational Listing

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|----------|-------|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 12.78 |
| 01012 - Accounting Clerk II | | 14.46 |
| 01013 - Accounting Clerk III | | 16.18 |
| 01020 - Administrative Assistant | | 17.66 |
| 01040 - Court Reporter | | 15.70 |
| 01051 - Data Entry Operator I | | 9.57 |
| 01052 - Data Entry Operator II | | 10.56 |
| 01060 - Dispatcher, Motor Vehicle | | 13.41 |
| 01070 - Document Preparation Clerk | | 11.19 |
| 01090 - Duplicating Machine Operator | | 11.19 |
| 01111 - General Clerk I | | 9.61 |
| 01112 - General Clerk II | | 10.49 |
| 01113 - General Clerk III | | 11.77 |
| 01120 - Housing Referral Assistant | | 14.98 |
| 01141 - Messenger Courier | | 8.76 |
| 01191 - Order Clerk I | | 10.48 |
| 01192 - Order Clerk II | | 11.44 |
| 01261 - Personnel Assistant (Employment) I | | 12.80 |
| 01262 - Personnel Assistant (Employment) II | | 14.44 |
| 01263 - Personnel Assistant (Employment) III | | 15.99 |
| 01270 - Production Control Clerk | | 16.69 |
| 01280 - Receptionist | | 9.47 |
| 01290 - Rental Clerk | | 10.50 |
| 01300 - Scheduler, Maintenance | | 12.00 |
| 01311 - Secretary I | | 12.01 |
| 01312 - Secretary II | | 13.43 |
| 01313 - Secretary III | | 14.98 |
| 01320 - Service Order Dispatcher | | 11.77 |
| 01410 - Supply Technician | | 17.23 |
| 01420 - Survey Worker | | 13.70 |
| 01531 - Travel Clerk I | | 11.16 |
| 01532 - Travel Clerk II | | 12.20 |
| 01533 - Travel Clerk III | | 13.00 |
| 01611 - Word Processor I | | 12.87 |
| 01612 - Word Processor II | | 14.45 |

Deleted: 831

SOLICITATION DE-SOL-0002446

| | |
|--|-------|
| 01613 - Word Processor III | 16.16 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 16.41 |
| 05010 - Automotive Electrician | 15.40 |
| 05040 - Automotive Glass Installer | 14.37 |
| 05070 - Automotive Worker | 14.37 |
| 05110 - Mobile Equipment Servicer | 12.32 |
| 05130 - Motor Equipment Metal Mechanic | 16.41 |
| 05160 - Motor Equipment Metal Worker | 14.37 |
| 05190 - Motor Vehicle Mechanic | 17.31 |
| 05220 - Motor Vehicle Mechanic Helper | 11.29 |
| 05250 - Motor Vehicle Upholstery Worker | 13.34 |
| 05280 - Motor Vehicle Wrecker | 14.37 |
| 05310 - Painter, Automotive | 15.40 |
| 05340 - Radiator Repair Specialist | 14.37 |
| 05370 - Tire Repairer | 11.33 |
| 05400 - Transmission Repair Specialist | 16.41 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 10.51 |
| 07041 - Cook I | 9.61 |
| 07042 - Cook II | 11.41 |
| 07070 - Dishwasher | 7.37 |
| 07130 - Food Service Worker | 8.06 |
| 07210 - Meat Cutter | 11.04 |
| 07260 - Waiter/Waitress | 7.30 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 15.73 |
| 09040 - Furniture Handler | 8.80 |
| 09080 - Furniture Refinisher | 15.73 |
| 09090 - Furniture Refinisher Helper | 11.05 |
| 09110 - Furniture Repairer, Minor | 13.15 |
| 09130 - Upholsterer | 15.73 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 8.07 |
| 11060 - Elevator Operator | 8.07 |
| 11090 - Gardener | 12.04 |
| 11122 - Housekeeping Aide | 9.02 |
| 11150 - Janitor | 9.02 |
| 11210 - Laborer, Grounds Maintenance | 9.02 |
| 11240 - Maid or Houseman | 7.74 |
| 11260 - Pruner | 7.79 |
| 11270 - Tractor Operator | 11.51 |
| 11330 - Trail Maintenance Worker | 9.02 |
| 11360 - Window Cleaner | 10.45 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 12.83 |
| 12011 - Breath Alcohol Technician | 14.94 |
| 12012 - Certified Occupational Therapist Assistant | 22.21 |
| 12015 - Certified Physical Therapist Assistant | 21.09 |
| 12020 - Dental Assistant | 12.61 |
| 12025 - Dental Hygienist | 27.43 |
| 12030 - EKG Technician | 25.42 |
| 12035 - Electroneurodiagnostic Technologist | 25.42 |
| 12040 - Emergency Medical Technician | 12.83 |
| 12071 - Licensed Practical Nurse I | 16.95 |
| 12072 - Licensed Practical Nurse II | 18.96 |
| 12073 - Licensed Practical Nurse III | 21.15 |
| 12100 - Medical Assistant | 10.86 |
| 12130 - Medical Laboratory Technician | 13.77 |
| 12160 - Medical Record Clerk | 13.27 |
| 12190 - Medical Record Technician | 14.84 |

Deleted: 831

SOLICITATION DE-SOL-0002446

| | |
|--|---------------|
| 12195 - Medical Transcriptionist | 14.31 |
| 12210 - Nuclear Medicine Technologist | 33.37 |
| 12221 - Nursing Assistant I | 9.26 |
| 12222 - Nursing Assistant II | 10.41 |
| 12223 - Nursing Assistant III | 11.36 |
| 12224 - Nursing Assistant IV | 12.75 |
| 12235 - Optical Dispenser | 11.21 |
| 12236 - Optical Technician | 9.30 |
| 12250 - Pharmacy Technician | 13.41 |
| 12280 - Phlebotomist | 13.52 |
| 12305 - Radiologic Technologist | 23.81 |
| 12311 - Registered Nurse I | 23.99 |
| 12312 - Registered Nurse II | 28.64 |
| 12313 - Registered Nurse II, Specialist | 28.64 |
| 12314 - Registered Nurse III | 34.65 |
| 12315 - Registered Nurse III, Anesthetist | 34.65 |
| 12316 - Registered Nurse IV | 41.55 |
| 12317 - Scheduler (Drug and Alcohol Testing) | 21.37 |
| 13000 - Information And Arts Occupations | |
| 13011 - Exhibits Specialist I | 19.15 |
| 13012 - Exhibits Specialist II | 23.08 |
| 13013 - Exhibits Specialist III | 27.03 |
| 13041 - Illustrator I | 19.15 |
| 13042 - Illustrator II | 23.08 |
| 13043 - Illustrator III | 27.03 |
| 13047 - Librarian | 24.46 |
| 13050 - Library Aide/Clerk | 11.49 |
| 13054 - Library Information Technology Systems Administrator | 22.09 |
| 13058 - Library Technician | 17.24 |
| 13061 - Media Specialist I | 15.83 |
| 13062 - Media Specialist II | 17.83 |
| 13063 - Media Specialist III | 19.88 |
| 13071 - Photographer I | 12.93 |
| 13072 - Photographer II | 16.45 |
| 13073 - Photographer III | 20.57 |
| 13074 - Photographer IV | 24.45 |
| 13075 - Photographer V | 27.88 |
| 13110 - Video Teleconference Technician | 14.70 |
| 14000 - Information Technology Occupations | |
| 14041 - Computer Operator I | 13.67 |
| 14042 - Computer Operator II | 15.46 |
| 14043 - Computer Operator III | 17.25 |
| 14044 - Computer Operator IV | 19.17 |
| 14045 - Computer Operator V | 21.22 |
| 14071 - Computer Programmer I | (see 1) 21.43 |
| 14072 - Computer Programmer II | (see 1) 26.56 |
| 14073 - Computer Programmer III | (see 1) |
| 14074 - Computer Programmer IV | (see 1) |
| 14101 - Computer Systems Analyst I | (see 1) |
| 14102 - Computer Systems Analyst II | (see 1) |
| 14103 - Computer Systems Analyst III | (see 1) |
| 14150 - Peripheral Equipment Operator | 13.67 |
| 14160 - Personal Computer Support Technician | 22.41 |
| 15000 - Instructional Occupations | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | 26.13 |
| 15020 - Aircrew Training Devices Instructor (Rated) | 32.14 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | 37.89 |
| 15050 - Computer Based Training Specialist / Instructor | 26.13 |
| 15060 - Educational Technologist | 32.13 |
| 15070 - Flight Instructor (Pilot) | 37.89 |

Deleted: 831

SOLICITATION DE-SOL-0002446

| | |
|---|-------|
| 15080 - Graphic Artist | 19.52 |
| 15090 - Technical Instructor | 18.06 |
| 15095 - Technical Instructor/Course Developer | 22.09 |
| 15110 - Test Proctor | 14.58 |
| 15120 - Tutor | 14.58 |
| 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations | |
| 16010 - Assembler | 7.64 |
| 16030 - Counter Attendant | 7.64 |
| 16040 - Dry Cleaner | 9.31 |
| 16070 - Finisher, Flatwork, Machine | 7.64 |
| 16090 - Presser, Hand | 7.64 |
| 16110 - Presser, Machine, Drycleaning | 7.64 |
| 16130 - Presser, Machine, Shirts | 7.64 |
| 16160 - Presser, Machine, Wearing Apparel, Laundry | 7.64 |
| 16190 - Sewing Machine Operator | 9.84 |
| 16220 - Tailor | 10.41 |
| 16250 - Washer, Machine | 8.19 |
| 19000 - Machine Tool Operation And Repair Occupations | |
| 19010 - Machine-Tool Operator (Tool Room) | 15.73 |
| 19040 - Tool And Die Maker | 20.26 |
| 21000 - Materials Handling And Packing Occupations | |
| 21020 - Forklift Operator | 10.91 |
| 21030 - Material Coordinator | 16.69 |
| 21040 - Material Expediter | 16.69 |
| 21050 - Material Handling Laborer | 9.14 |
| 21071 - Order Filler | 10.49 |
| 21080 - Production Line Worker (Food Processing) | 10.91 |
| 21110 - Shipping Packer | 10.48 |
| 21130 - Shipping/Receiving Clerk | 10.49 |
| 21140 - Store Worker I | 8.93 |
| 21150 - Stock Clerk | 12.82 |
| 21210 - Tools And Parts Attendant | 10.91 |
| 21410 - Warehouse Specialist | 10.91 |
| 23000 - Mechanics And Maintenance And Repair Occupations | |
| 23010 - Aerospace Structural Welder | 26.14 |
| 23021 - Aircraft Mechanic I | 23.82 |
| 23022 - Aircraft Mechanic II | 26.14 |
| 23023 - Aircraft Mechanic III | 27.45 |
| 23040 - Aircraft Mechanic Helper | 16.39 |
| 23050 - Aircraft, Painter | 18.67 |
| 23060 - Aircraft Servicer | 19.25 |
| 23080 - Aircraft Worker | 20.78 |
| 23110 - Appliance Mechanic | 16.14 |
| 23120 - Bicycle Repairer | 11.33 |
| 23125 - Cable Splicer | 21.87 |
| 23130 - Carpenter, Maintenance | 15.73 |
| 23140 - Carpet Layer | 14.64 |
| 23160 - Electrician, Maintenance | 19.20 |
| 23181 - Electronics Technician Maintenance I | 19.57 |
| 23182 - Electronics Technician Maintenance II | 21.02 |
| 23183 - Electronics Technician Maintenance III | 22.67 |
| 23260 - Fabric Worker | 13.46 |
| 23290 - Fire Alarm System Mechanic | 16.62 |
| 23310 - Fire Extinguisher Repairer | 12.26 |
| 23311 - Fuel Distribution System Mechanic | 19.79 |
| 23312 - Fuel Distribution System Operator | 15.20 |
| 23370 - General Maintenance Worker | 14.64 |
| 23380 - Ground Support Equipment Mechanic | 23.82 |
| 23381 - Ground Support Equipment Servicer | 19.25 |
| 23382 - Ground Support Equipment Worker | 20.78 |
| 23391 - Gunsmith I | 12.26 |

Deleted: 831

SOLICITATION DE-SOL-0002446

| | |
|--|-------|
| 23392 - Gunsmith II | 14.64 |
| 23393 - Gunsmith III | 16.96 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 16.12 |
| 23411 - Heating, Ventilation And Air Conditioning Mechanic | 17.24 |
| (Research Facility) | |
| 23430 - Heavy Equipment Mechanic | 17.80 |
| 23440 - Heavy Equipment Operator | 16.96 |
| 23460 - Instrument Mechanic | 18.50 |
| 23465 - Laboratory/Shelter Mechanic | 15.73 |
| 23470 - Laborer | 9.14 |
| 23510 - Locksmith | 15.73 |
| 23530 - Machinery Maintenance Mechanic | 16.96 |
| 23550 - Machinist, Maintenance | 16.31 |
| 23580 - Maintenance Trades Helper | 11.27 |
| 23591 - Metrology Technician I | 18.50 |
| 23592 - Metrology Technician II | 19.66 |
| 23593 - Metrology Technician III | 20.93 |
| 23640 - Millwright | 17.46 |
| 23710 - Office Appliance Repairer | 15.62 |
| 23760 - Painter, Maintenance | 16.14 |
| 23790 - Pipefitter, Maintenance | 17.63 |
| 23810 - Plumber, Maintenance | 16.55 |
| 23820 - Pneudraulic Systems Mechanic | 16.96 |
| 23850 - Rigger | 16.96 |
| 23870 - Scale Mechanic | 14.64 |
| 23890 - Sheet-Metal Worker, Maintenance | 16.83 |
| 23910 - Small Engine Mechanic | 14.64 |
| 23931 - Telecommunications Mechanic I | 21.99 |
| 23932 - Telecommunications Mechanic II | 23.51 |
| 23950 - Telephone Lineman | 19.48 |
| 23960 - Welder, Combination, Maintenance | 16.96 |
| 23965 - Well Driller | 16.96 |
| 23970 - Woodcraft Worker | 16.96 |
| 23980 - Woodworker | 12.26 |
| 24000 - Personal Needs Occupations | |
| 24570 - Child Care Attendant | 8.41 |
| 24580 - Child Care Center Clerk | 10.49 |
| 24610 - Chore Aide | 8.29 |
| 24620 - Family Readiness And Support Services Coordinator | 11.01 |
| 24630 - Homemaker | 12.70 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 19.71 |
| 25040 - Sewage Plant Operator | 17.19 |
| 25070 - Stationary Engineer | 18.43 |
| 25190 - Ventilation Equipment Tender | 12.83 |
| 25210 - Water Treatment Plant Operator | 17.19 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 15.20 |
| 27007 - Baggage Inspector | 10.38 |
| 27008 - Corrections Officer | 18.66 |
| 27010 - Court Security Officer | 18.66 |
| 27030 - Detection Dog Handler | 14.84 |
| 27040 - Detention Officer | 18.66 |
| 27070 - Firefighter | 19.83 |
| 27101 - Guard I | 10.38 |
| 27102 - Guard II | 14.84 |
| 27131 - Police Officer I | 21.41 |
| 27132 - Police Officer II | 23.78 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 11.64 |

Deleted: 831

SOLICITATION DE-SOL-0002446

| | |
|--|-------|
| 28042 - Carnival Equipment Repairer | 12.69 |
| 28043 - Carnival Equipment Worker | 8.45 |
| 28210 - Gate Attendant/Gate Tender | 13.37 |
| 28310 - Lifeguard | 11.90 |
| 28350 - Park Attendant (Aide) | 14.96 |
| 28510 - Recreation Aide/Health Facility Attendant | 10.92 |
| 28515 - Recreation Specialist | 14.10 |
| 28630 - Sports Official | 11.92 |
| 28690 - Swimming Pool Operator | 16.36 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 17.06 |
| 29020 - Hatch Tender | 17.06 |
| 29030 - Line Handler | 17.06 |
| 29041 - Stevedore I | 15.68 |
| 29042 - Stevedore II | 18.98 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 35.77 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 24.66 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 27.16 |
| 30021 - Archeological Technician I | 18.13 |
| 30022 - Archeological Technician II | 20.27 |
| 30023 - Archeological Technician III | 25.11 |
| 30030 - Cartographic Technician | 25.12 |
| 30040 - Civil Engineering Technician | 19.04 |
| 30061 - Drafter/CAD Operator I | 15.03 |
| 30062 - Drafter/CAD Operator II | 16.81 |
| 30063 - Drafter/CAD Operator III | 19.99 |
| 30064 - Drafter/CAD Operator IV | 26.25 |
| 30081 - Engineering Technician I | 15.71 |
| 30082 - Engineering Technician II | 17.63 |
| 30083 - Engineering Technician III | 20.27 |
| 30084 - Engineering Technician IV | 24.96 |
| 30085 - Engineering Technician V | 29.90 |
| 30086 - Engineering Technician VI | 36.17 |
| 30090 - Environmental Technician | 19.33 |
| 30210 - Laboratory Technician | 19.91 |
| 30240 - Mathematical Technician | 24.90 |
| 30361 - Paralegal/Legal Assistant I | 16.54 |
| 30362 - Paralegal/Legal Assistant II | 20.49 |
| 30363 - Paralegal/Legal Assistant III | 25.07 |
| 30364 - Paralegal/Legal Assistant IV | 30.33 |
| 30390 - Photo-Optics Technician | 22.90 |
| 30461 - Technical Writer I | 26.05 |
| 30462 - Technical Writer II | 31.87 |
| 30463 - Technical Writer III | 38.56 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 22.74 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 27.51 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 32.97 |
| 30494 - Unexploded (UXO) Safety Escort | 22.74 |
| 30495 - Unexploded (UXO) Sweep Personnel | 22.74 |
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs (see 3) | 19.99 |
| 30621 - Weather Observer, Senior (see 3) | 20.83 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | |
| 31020 - Bus Aide | 9.98 |
| 31030 - Bus Driver | 15.52 |
| 31043 - Driver Courier | 11.32 |
| 31260 - Parking and Lot Attendant | 7.85 |
| 31290 - Shuttle Bus Driver | 12.39 |
| 31310 - Taxi Driver | 10.33 |

Deleted: 831

SOLICITATION DE-SOL-0002446

| | |
|---|-------|
| 31361 - Truckdriver, Light | 12.39 |
| 31362 - Truckdriver, Medium | 14.19 |
| 31363 - Truckdriver, Heavy | 17.82 |
| 31364 - Truckdriver, Tractor-Trailer | 17.82 |
| 99000 - Miscellaneous Occupations | |
| 99030 - Cashier | 7.93 |
| 99050 - Desk Clerk | 10.35 |
| 99095 - Embalmer | 22.74 |
| 99251 - Laboratory Animal Caretaker I | 9.70 |
| 99252 - Laboratory Animal Caretaker II | 10.76 |
| 99310 - Mortician | 22.69 |
| 99410 - Pest Controller | 14.84 |
| 99510 - Photofinishing Worker | 11.95 |
| 99710 - Recycling Laborer | 11.26 |
| 99711 - Recycling Specialist | 14.37 |
| 99730 - Refuse Collector | 9.72 |
| 99810 - Sales Clerk | 10.14 |
| 99820 - School Crossing Guard | 8.48 |
| 99830 - Survey Party Chief | 17.09 |
| 99831 - Surveying Aide | 11.84 |
| 99832 - Surveying Technician | 13.97 |
| 99840 - Vending Machine Attendant | 9.87 |
| 99841 - Vending Machine Repairer | 12.54 |
| 99842 - Vending Machine Repairer Helper | 9.87 |

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: Life, accident, and health insurance plans, sick leave, pension plans, civic and personal leave, severance pay, and savings and thrift plans. Minimum employer contributions costing an average of \$3.50 per hour computed on the basis of all hours worked by service employees employed on the contract.

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) **COMPUTER EMPLOYEES:** Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in

Deleted: 831

SOLICITATION DE-SOL-0002446

accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) APPLICABLE TO AIR TRAFFIC CONTROLLERS ONLY - NIGHT DIFFERENTIAL: An employee is entitled to pay for all work performed between the hours of 6:00 P.M. and 6:00 A.M. at the rate of basic pay plus a night pay differential amounting to 10 percent of the rate of basic pay.

3) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

**** UNIFORM ALLOWANCE ****

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

Deleted: 831

SOLICITATION DE-SOL-0002446

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b) (2) of Regulations 29 CFR Part 4).
- 4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

Deleted: 831

SOLICITATION DE-SOL-0002446

- 5) The contracting officer transmits the Wage and Hour decision to the contractor.
- 6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.

Formatted: Heading 1, Centered, Indent: Left: 0", First line: 0", Space After: 0 pt

Deleted: 83¶

Attachment D: Office of Environmental Management FY 2011 Performance Agreement with the Assistant Secretary

Formatted: Font: 10 pt

Deleted: 83¶

FY 2011

Annual Performance Agreement with the Assistant Secretary



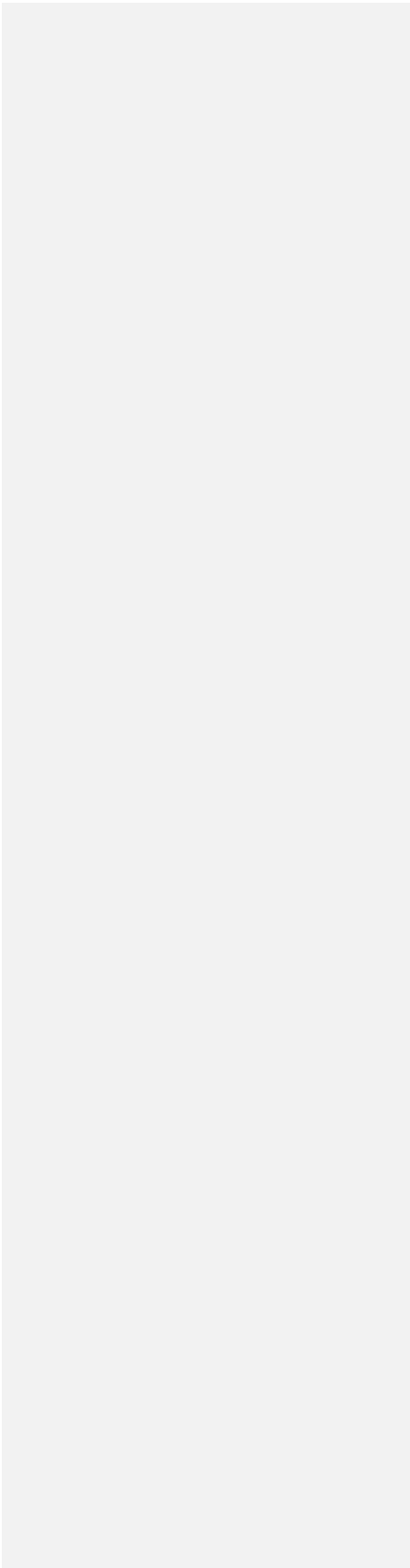
U.S. Department of Energy
Office of Environmental Management

Revision 0 – December 16, 2010

Deleted: 831

[Inside cover]

Page left intentionally blank.



Office of Environmental Management Performance Agreement with the Assistant Secretary

Overview

The Office of Environmental Management (EM) is working to complete the safe cleanup of the environmental legacy brought about from five decades of nuclear weapons development and government-sponsored nuclear energy research. For FY 2011, EM's commitments advance the program and management goals, priorities, and expectations of Assistant Secretary Inés Triay and move us toward a more efficient and effective organization. We have begun the difficult task of developing and implementing a new business model that reflects a management philosophy of empowering the Field with the authorities and resources necessary to successfully execute the EM Program mission. This business model also supports EM leadership's vision of creating an enduring management model that normalizes and enhances EM's ability to function as a high-performing organization. The expectation is that EM will perform at such a high level that the Government Accountability Office removes it from the list of high-risk organizations. This new business model will be a major step forward in achieving this goal.

Building on Our Success

Since the start of the EM organization in the late 1980s, we have accomplished much for the Nation in fulfilling our cleanup mission. In FY 2011, we will continue to build on our progress by improving our safety performance; realigning the Headquarters/Field authorities and resources; improving project performance; achieving excellence in leadership; and establishing strategic options for the EM portfolio.

Improving Our Processes

With the new business model, we are improving the measures for these commitments. They are more specific, quantified, and meaningful for managers, employees, and stakeholders. This agreement is the commitment by the Environmental Management leadership team to turn resources into results. We will continually improve EM as we create an organization that works better and costs less.

EM's primary responsibility is the safe cleanup of the environmental legacy. It is the purpose for which Congress established the EM Program. Programmatic success will be measured by *what* is accomplished, i.e., the number of sites restored, quantities of material treated and disposed of, amounts of soil and groundwater remediated, etc. However, overall success will also be measured by *how* the program is managed, i.e., through critical management goals such as safety performance, project and contract management, and excellence in business management practices and leadership.

Mission

To safely transform the environmental legacy into assets available for the Nation's future by completing quality cleanup work on schedule and within cost, delivering demonstrated value to the American taxpayer.

Vision

To be viewed as one of the best managed government programs and the employer of choice in the Federal Government.

Principles and Values

In February 2010, Secretary of Energy Chu issued seven management principles to guide the Department of Energy in fulfilling its mission and in its daily operations. The Office of Environmental Management has fully embraced these principles.

1. Our mission is vital and urgent.
2. Science and technology lie at the heart of our mission.
3. We will treat our people as our greatest asset.
4. We will pursue our mission in a manner that is safe, secure, legally and ethically sound, and fiscally responsible.
5. We will manage risk in fulfilling our mission.
6. We will apply validated standards and rigorous peer review.
7. We will succeed only through teamwork and continuous improvement.

In addition to the Department's Management Principles, the Office of Environmental Management has developed a set of core values that serve as the "rules of the road" on our journey to excellence.

1. We care about our mission, have a sense of urgency in the pursuit of our goals and a desire for quality in our work.
2. We demonstrate accountability by taking ownership, meeting our commitments, and admitting our mistakes.
3. We acknowledge and reward individual and team successes.
4. We talk directly and honestly to each other to resolve conflict in a timely and respectful manner.
5. We communicate clearly and concisely and check for understanding.
6. We ask for help when we need it and we look for ways to help each other succeed.
7. We have a questioning attitude and pursue issues until a decision is made.

Program-Related Commitments

EM continues to pursue its cleanup objectives within the overall framework of achieving the greatest risk reduction benefit per radioactive content and overlaying regulatory compliance commitments and best business practices to maximize cleanup progress. To support this approach EM has prioritized its cleanup activities:

- Essential activities to maintain a safe, secure, and compliant posture in the EM complex
- Radioactive tank waste stabilization, treatment, and disposal
- Spent nuclear fuel (SNF) storage, receipt, and disposition
- Special nuclear material (SNM) consolidation, stabilization, and disposition
- Transuranic (TRU) and mixed/low-level waste (M/LLW) disposition
- Groundwater and soil remediation
- Excess facilities deactivation and decommissioning (D&D)

Under each of our Program Goals, EM has established strategies that address our most significant goals. Under each strategy, and consistent with our budget for FY 2011, we have established “measures of success.” In this FY 2011 Agreement, we have set forth a total of 21 program-related strategies and 15 measures of success.

The following Program Goals, strategies and metrics are our commitments for FY 2011 as we strive to raise the level of our overall performance. In several instances our metrics go beyond the levels defined in our individual performance plans and are intended to stretch the organization and develop a team commitment to EM’s strategic goals. Where indicated, a few of the particularly demanding metrics are expressed as ranges with the intent to bound meeting versus exceeding expectations.

Goal 1. Complete the three major tank waste treatment construction projects within the approved baselines.

- Work with the Federal staff, contractors, and union representatives to ensure that the projects have the necessary tools (such as technology resources, innovative tools to maintain motivation, and a strong owner’s presence) to succeed in the most efficient manner.
- Partner with national laboratories, industry, academia, and the Corps of Engineers to ensure the best scientific and engineering resources are used, so that the technologies selected for development and deployment and the design and construction approaches used will help reduce risk, lower cost, and accelerate project completion.
- Establish an integrated design/engineering testing and commissioning framework across the EM complex to support project teams and enhance technical decision-making.
- Use the Code of Record concept to only make project changes that are essential to project success.
- Use Construction Project Reviews (CPRs) to identify and assist in resolution of key project issues related to scope, cost, schedule, project risk management, and technical approach.
- Ensure the contract fee is aligned with completion of each capital asset.

Success will be measured by:

FY 2011 Metric 1.1: *Project cost and schedule performance indices between 0.9 and 1.15.*

FY 2011 Metric 1.2: *Ninety (90) percent of CPRs are performed as scheduled and demonstrate continuous improvement in the severity and impact of CPR recommendations.*

FY 2011 Metric 1.3: *Ninety (90) percent of Corrective Actions associated with recommendations identified in CPRs are finished within six months of the completion of each CPR.*

FY 2011 Metric 1.4: *Interim success parameters, including schedule milestone metrics for each project, are developed by 12/30/10, and are evaluated monthly and used to predict project success.*

Goal 2. Reduce the life-cycle costs and accelerate the cleanup of the Cold War environmental legacy.

- Develop an R&D roadmap for the development and application of advanced modeling and simulation tools to accelerate progress on EM challenges in 2011.
- Engage the Department's basic and applied research capabilities to develop novel methods for addressing high-level waste that can accelerate progress and reduce costs of this multi-decadal program.
- Prioritize the technology development and deployment (TDD), base, and applicable Recovery Act funds to best achieve this goal.
- Integrate and manage the TDD investment and insert technologies at appropriate maturity.
- Continue to use the National Academy of Sciences, Environmental Management Advisory Board, EM Technical Experts Group, and the expertise of EM Federal staff to inform us on how best to achieve reductions in the life-cycle cost for the tank waste mission.
- Provide Blue Ribbon Commission (BRC) information and cost benefits based on current plans and potential improvements.
- Use appropriate system planning models to demonstrate the benefit of deploying state-of-the-art technologies and/or more effective strategies in order to reduce the life-cycle cost of the tank waste cleanup mission.

Success will be measured by:

FY 2011 Metric 2.1: *The Enhanced Tank Waste Strategic Investment Portfolio (ETW-SIP) is developed by 9/30/11, consistent with EM's long-term vision to accelerate the cleanup schedule by six years at Savannah River Site (SRS), reducing environmental liability/life-cycle costs by \$3 billion at SRS.*

FY 2011 Metric 2.2: The Enhanced Tank Waste Strategic Investment Portfolio (ETW-SIP) is developed by 9/30/11, consistent with EM's long-term vision to accelerate the cleanup schedule by seven years at Hanford, reducing environmental liability/life-cycle costs by \$16 billion at Hanford.

FY 2011 Metric 2.3: Ensuring budget planning such that both Hanford and SRS baselines reflect the new transformational technologies required to support the ETW-SIP by 9/30/11.

FY 2011 Metric 2.4: Ensuring that requirements and appropriate baseline planning at Hanford and SRS are complete by 6/30/11 to support the ETW-SIP using new transformational technologies.

FY 2011 Metric 2.5: By 9/30/11, developing and utilizing EM's strategic planning tools to identify the benefits of deploying state-of-the-art technologies and/or more effective strategies to reduce the life-cycle cost of the tank waste cleanup mission.

Goal 3. Complete disposition of 90 percent of legacy TRU waste by the end of 2015.

- Centralize the characterization of small quantity sites' TRU waste in Idaho.
- Expand and enhance Central Characterization Program capabilities.
- Utilize shielded canisters to accelerate transportation and disposal of RH TRU wastes.
- Process and dispose of Large Box TRU, utilizing the TRUPACT-III.
- Align contract incentives at Waste Isolation Pilot Plant (WIPP) and TRU generator sites to support specific legacy TRU disposition targets each year.

Success will be measured by:

FY 2011 Metric 3.1: Attaining a disposition rate of 6,000 to 8,000 cubic meters (meets/exceeds, respectively) of TRU waste across the EM complex by 9/30/11.

FY 2011 Metric 3.2: Completing the disposition of TRU waste from six to eight (meets/exceeds, respectively) of the eight small quantity sites identified in the Carlsbad Field Office (CBFO) TRU Waste Acceleration Plan by 9/30/11.

FY 2011 Metric 3.3: Meeting 90 percent of legacy TRU disposition related site regulatory milestones by 9/30/11.

Goal 4. Reduce the EM legacy footprint by 40 percent by the end of 2011, leading to approximately 90 percent reduction by 2015.

- Utilize \$6 billion from the American Recovery and Reinvestment Act.
- Work with regulators and stakeholders to ensure compliance and timely implementation of required cleanup actions.
- Focus on completion of EM activities (transuranic waste, low-level waste, soil and groundwater, and D&D) resulting in reduced environmental risks to the community.

Success will be measured by:

FY 2011 Metric 4.1: Reducing the active EM footprint from 931 to approximately 560 square miles by 9/30/11.

FY 2011 Metric 4.2: Delivering on 90 to 100 percent (meets/exceeds, respectively) of EM's compliance commitments (acceleration of 46 milestones by 9/30/11).

FY 2011 Metric 4.3: Accelerating the legacy cleanup at Brookhaven National Laboratory (BNL), SLAC National Accelerator Laboratory (SLAC), and Separations Process Research Unit (SPRU) to allow completion by 9/30/11.

Management-Related Commitments

EM continues to pursue its commitment to becoming a high-performing organization guided by its vision of excellence, core values, its Roadmap to Excellence, and the implementation of its new business model. To support this approach, EM has identified the following Management Goals, strategies, and metrics for our FY 2011 contract.

Under each of our Management Goals, EM has established strategies that address our most significant goals. Under each strategy, and consistent with our budget for FY 2011, we have established "measures of success." In this FY 2011 Agreement, we have set forth a total of 16 Management-related strategies and 18 measures of success.

Goal 5. Improve safety, security and quality assurance towards a goal of zero accidents, incidents, and defects.

- Ensure that EM sites and projects integrate safety, security and quality, and evaluate performance indicators that measure these functions, throughout the applicable life-cycle including procurement, design, engineering, construction, commissioning, operation, deactivation/decommissioning, and environmental restoration.
- Use sound science and engineering along with developing a proactive relationship with the Defense Nuclear Facilities Safety Board (DNFSB) to expeditiously resolve Board concerns and issues.
- Ensure EM Headquarters and Field elements continue to identify and deploy strategies and approaches that guarantee strong safety and security cultures are in place, such as Human Performance Improvement, performance and vulnerability assessments, and enhancement of the self-assessment process, focusing improvement efforts on areas of poorest performance.
- Employ a risk-based decision-making process for operation and decommissioning of EM facilities.

Success will be measured by:

FY 2011 Metric 5.1: Maintaining an average Total Recordable Case rate of <1.3 and a

Days Away from Work, Restricted Work or Transfer case rate of <0.6 – 0.7 (exceeds/meets, respectively).

FY 2011 Metric 5.2: *Attain and maintain zero cases where poor quality assurance practices by vendors, subcontractors, and prime contractors results in the installation of defective equipment or software within EM nuclear facilities.*

FY 2011 Metric 5.3: *Attain a level of zero to 20 percent overdue action items (exceeds/meets, respectively) resulting from DNFSB letters or recommendations, as identified in the DOE Safety Issues Management System by 9/30/11.*

FY 2011 Metric 5.4: *Developing a concise statement by 9/30/11 that defines EM's vision that can be used to improve the effectiveness and focus of EM's annual ISM validation.*

FY 2011 Metric 5.5: *Developing an interim EM risk informed decision-making policy, and associated requirements and guidance by 9/30/11.*

Goal 6. Improve contract and project management with the objective of delivering results on time, and within cost.

- Use the EM Contract and Project Management Corrective Action Plan as a starting point and create an internal quality assurance process that will lead to successful and sustained execution of EM contract and project management improvements.
- Improve and expand the use of independent contract and project reviews, construction project reviews, peer reviews, and external independent reviews to keep contracts and projects aligned and on track. Conduct verification and validation reviews to ensure that performance data is credible and reliable.
- Strengthen the integration of acquisition and project management processes so that contract statements of work and deliverables are based on clear project requirements, robust front-end planning and risk analysis, ensuring that nuclear safety requirements are addressed early, and changes to contract and project baseline and the contract are managed through strict and timely change control processes.
- Complete restructuring of the EM cleanup projects into smaller, more definitive capital projects and non-capital operations activities. Adhere to DOE Order 413.3A for planning and execution of capital assets and follow the same discipline for managing the non-capital asset operations activities, e.g., establishing approval authorities, performance goals and metrics, project director designation, and change control procedures.
- Become a stronger owner by holding contractors accountable and pursue partnering relationships to create win-win scenarios, where both the Federal staff and contractor staff understand and respect the rules of engagement and build better business relationships. Also, build stronger relationships with oversight organizations to improve communications and demonstrate transparency and accountability in EM's contract and project management.
- Develop EM-specific cost estimating policy, guidance, historical cost databases, and expertise to improve our ability to perform Independent Government Cost Estimates as well as Independent Cost Reviews and validation of contractor-generated cost estimates.

- Invest in personnel development by providing training and career development in contract and project management.

Success will be measured by:

FY 2011 Metric 6.1: *Completing 90 percent of capital asset projects (initiated after the DOE Root Cause Analysis report was issued) within 10 percent of original cost and schedule performance baselines unless otherwise impacted by a directed change by 9/30/11.*

FY 2011 Metric 6.2: *Maintaining at least 95 to 98 percent (meets/exceeds, respectively) of project performance data reporting in IPABS/PARS II error free by 9/30/11.*

FY 2011 Metric 6.3: *Approving 80 percent of contract performance baselines within 180 days from contractor's final accepted submission.*

FY 2011 Metric 6.4: *Finalizing 80 percent of change orders within 180 days.*

FY 2011 Metric 6.5: *Negotiating 90 percent of project changes that require contract modifications in advance of Acquisition Executive approval by 9/30/11.*

FY 2011 Metric 6.6: *Managing life-cycle costs within five percent of current EM program portfolio using FY 2011 Budget and Planning Guidance by 9/30/11.*

FY 2011 Metric 6.7: *Implementing partnering agreements for at least five major contracts by 9/30/11.*

FY 2011 Metric 6.8: *Ensuring 85 percent of contracting series workforce has appropriate certification.*

FY 2011 Metric 6.9: *Ensuring 90 percent of projects have Federal Project Directors certified at the appropriate level assigned to projects no later than Critical Decision 3.*

FY 2011 Metric 6.10: *Achieving EM overall prime contract small business goal of five percent.*

Goal 7. Achieve excellence in management and leadership, making EM one of the best places to work in the Federal Government.

- Benchmark best-in-class agencies (the Nuclear Regulatory Commission ranked number one in this year's Partnership for Public Service [PPS] survey) and develop improvement plans in the areas of leadership, planning, performance tracking, work/business processes, customer service/relations, and accountability.
- Utilize the Federal Employee Viewpoint Survey (EVS), the PPS Survey, and follow-up targeted surveys such as 360-degree evaluations to address those attributes of

management and leadership that EM must direct particular attention to if it is to become best-in-class in the Federal Government.

- Create an EM Continuous Improvement Program that incorporates all lessons learned from previous oversight reports to improve the efficiency and effectiveness of EM operations.
- Establish sustainability goal targets for Field Offices and projects.
- Support DOE corporate management improvement initiatives.

Success will be measured by:

FY 2011 Metric 7.1: *Developing and implementing a Continuous Improvement Program by 3/31/11 and measuring performance through monthly reviews.*

FY 2011 Metric 7.2: *Implementing 75 percent of recommendations of the Employee Viewpoint Survey Working Group and soliciting feedback by 9/01/11.*

FY 2011 Metric 7.3: *Conducting benchmarking with best-in-class agencies by 3rd Quarter FY 2011, and performing a gap analysis and developing recommended actions to close gaps by 9/30/11.*

Measurement and Monitoring of Performance

To maintain focus, a sense of urgency, and to have a real impact on performance, there will be periodic reviews of progress, discussion of difficulties encountered, and agreement on appropriate actions. These reviews will be held between the Assistant Secretary and/or her designees and EM's management leadership. Any specific reporting requirements will be developed jointly with the EM managers.

Assistant Secretary Support

In order to accomplish the goals herein described, it is the Assistant Secretary's objective to provide visible, high profile support by:

- Ensuring that the necessary resources are in place to promote the success of these goals;
- Communicating goal achievement and progress periodically through EM Updates, EMFEDCAST and other media;
- Championing each X-Team's efforts to implement their action plans;
- Formally recognizing superior efforts in achieving goals through incentive awards; and,
- Communicating, negotiating and mitigating responses and issues with senior Department and private sector officials.

Terms of Agreement

This agreement is intended to improve the internal management of the U.S. Department of Energy's Office of Environmental Management and is not intended to and does not create any right, benefit, trust or responsibility, substantive or procedural, enforceable by law or equity by any party against the U.S. Department of Energy, its agencies, its officers, or any person. This agreement will remain in effect until modified. It is expected that it will be updated annually to reflect significant changes in budget, policy, personnel or other factors that may affect the accomplishment of objectives. This agreement represents our joint commitment to an EM that works better, costs less, and fulfills our sacred trust to the American People.

SECTION K

REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

K.1 FAR 52.204-8 Annual Representations and Certifications (OCT 2010)

- (a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 484230.
- (2) The small business size standard is 25.5M.
- (3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.
- (b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.
- (2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:
 - ☐ (i) Paragraph (d) applies.
 - ☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.
- (c) (1) The following representations or certifications in ORCA are applicable to this solicitation as indicated:
 - (i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless--
 - (A) The acquisition is to be made under the simplified acquisition procedures in Part 13;
 - (B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or
 - (C) The solicitation is for utility services for which rates are set by law or regulation.
 - (ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.
 - (iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the clause at 52.204-7, Central Contractor Registration.
 - (iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that--

SOLICITATION DE-SOL-0002446

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vi) 52.214-14, Place of Performance--Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(vii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of performance is specified by the Government.

(viii) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(ix) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(x) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xi) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiii) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA-designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xiv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA-designated items.

(xv) 52.225-2, Buy American Act Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvi) 52.225-4, Buy American Act--Free Trade Agreements--Israeli Trade Act Certificate. (Basic, Alternate I, and Alternate II) This provision applies to solicitations containing the clause at 52.225-3.

SOLICITATION DE-SOL-0002446

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$67,826, the provision with its Alternate II applies.

(xvii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xviii) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan--Certification. This provision applies to all solicitations.

(xix) 52.225-25, Prohibition on Engaging in Sanctioned Activities Relating to Iran-Certification. This provision applies to all solicitations.

(xx) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to--

(A) Solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions; and

(B) For DoD, NASA, and Coast Guard acquisitions, solicitations that contain the clause at 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns.

(2) The following certifications are applicable as indicated by the Contracting Officer:

(Contracting Officer check as appropriate.)

☐ (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program.

☐ (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program.

☐ (iii) 52.219-22, Small Disadvantaged Business Status.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.

☐ (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification.

☐ (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services--Certification.

☐ (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).

☐ (viii) 52.223-13, Certification of Toxic Chemical Release Reporting.

SOLICITATION DE-SOL-0002446

☐ (ix) 52.227-6, Royalty Information.

☐ (A) Basic.

☐ (B) Alternate I.

☐ (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below (offeror to insert changes, identifying change by clause number, title, date). These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

| FAR Clause | Title | Date | Change |
|------------|-------|------|--------|
|------------|-------|------|--------|

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K.2 FAR 52.209-2 Prohibition on Contracting with Inverted Domestic Corporations--Representation. (JUL 2009)

(a) Definition. "Inverted domestic corporation" means a foreign incorporated entity which is treated as an inverted domestic corporation under 6 U.S.C. 395(b), i.e., a corporation that used to be incorporated in the United States, or used to be a partnership in the United States, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

(b) Relation to Internal Revenue Code. A foreign entity that is treated as an inverted domestic corporation for purposes of the Internal Revenue Code at 26 U.S.C. 7874 (or would be except that the inversion transactions were completed on or before March 4, 2003), is also an inverted domestic corporation for purposes of 6 U.S.C. 395 and for this solicitation provision (see FAR 9.108).

(c) Representation. By submission of its offer, the offeror represents that it is not an inverted domestic corporation and is not a subsidiary of one.

K.3 FAR 52.222-21 Prohibition of Segregated Facilities (FEB 1999)

(a) "Segregated facilities," as used in this clause, means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees, that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.

SOLICITATION DE-SOL-0002446

- (b) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Opportunity clause in this contract.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Opportunity clause of this contract.

K.4 FAR 52.223-5 Pollution Prevention and Right-to-Know Information (AUG 2003)

- (a) Definitions. As used in this clause--

Priority chemical means a chemical identified by the Interagency Environmental Leadership Workgroup or, alternatively, by an agency pursuant to section 503 of Executive Order 13148 of April 21, 2000, Greening the Government through Leadership in Environmental Management.

Toxic chemical means a chemical or chemical category listed in 40 CFR 372.65.

- (b) Executive Order 13148 requires Federal facilities to comply with the provisions of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11001-11050) and the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13101-13109).
- (c) The Contractor shall provide all information needed by the Federal facility to comply with the following:
 - (1) The emergency planning reporting requirements of section 302 of EPCRA.
 - (2) The emergency notice requirements of section 304 of EPCRA.
 - (3) The list of Material Safety Data Sheets, required by section 311 of EPCRA.
 - (4) The emergency and hazardous chemical inventory forms of section 312 of EPCRA.
 - (5) The toxic chemical release inventory of section 313 of EPCRA, which includes the reduction and recycling information required by section 6607 of PPA.
 - (6) The toxic chemical, priority chemical and hazardous substance release and use reduction goals of sections 502 and 503 of Executive Order 13148.

K.5 FAR 52.223-13 Certification of Toxic Chemical Release Reporting (AUG 2003)

- (a) Executive Order 13148, of April 21, 2000, Greening the Government through Leadership in Environmental Management, requires submission of this certification as a prerequisite for contract award.
- (b) By signing this offer, the offeror certifies that -
 - (1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or
 - (2) None of its owned or operated facilities to be used in the performance of this contract is

SOLICITATION DE-SOL-0002446

subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *(Check each block that is applicable.)*

___ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed in 40 CFR 372.65;

___ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

___ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

___ (iv) The facility does not fall within the following Standard Industrial Classification (SIC) codes or their corresponding North American Industry Classification System sectors:

(A) Major group code 10 (except 1011, 1081, and 1094.

(B) Major group code 12 (except 1241).

(C) Major group codes 20 through 39.

(D) Industry code 4911, 4931, or 4939 (limited to facilities that combust coal and/or oil for the purpose of generating power for distribution in commerce).

(E) Industry code 4953 (limited to facilities regulated under the Resource Conservation and Recovery Act, Subtitle C (42 U.S.C. 6921, et seq.), 5169, 5171, or 7389 (limited to facilities primarily engaged in solvent recovery services on a contract or fee basis); or

___ (v) The facility is not located in the United States or its outlying areas.

K.6 FAR 52.225-20 Prohibition on Conducting Restricted Business Operations in Sudan-- Certification (AUG 2009)

(a) Definitions. As used in this provision--

"Business operations" means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

"Marginalized populations of Sudan" means--

(1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) (50 U.S.C. 1701 note); and

(2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

"Restricted business operations" means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate--

SOLICITATION DE-SOL-0002446

(1) Are conducted under contract directly and exclusively with the regional Government of southern Sudan;

(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;

(3) Consist of providing goods or services to marginalized populations of Sudan;

(4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;

(5) Consist of providing goods or services that are used only to promote health or education; or

(6) Have been voluntarily suspended.

(b) Certification. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

K.7 DEAR 952.209-8 Organizational Conflicts of Interest-Disclosure (JUN 1997)

(a) Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the Government, or the person's objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.

(b) An Offeror notified that it is the apparent successful Offeror shall provide the statement described in paragraph (c) of this provision. For purposes of this provision, "apparent successful Offeror" means the proposer selected for final negotiations or, where individual contracts are negotiated with all firms in the competitive range, it means all such firms.

(c) The statement must contain the following:

(1) A statement of any past (within the past twelve months), present, or currently planned financial, contractual, organizational, or other interests relating to the performance of the PWS. For contractual interests, such statement must include the name, address, telephone number of the client or client(s), a description of the services rendered to the previous client(s), and the name of a responsible officer or employee of the Offeror who is knowledgeable about the services rendered to each client, if, in the 12 months preceding the date of the statement, services were rendered to the Government or any other client (including a foreign Government or person) respecting the same subject matter of the instant solicitation, or directly relating to such subject matter. The agency and contract number under which the services were rendered must also be included, if applicable. For financial interests, the statement must include the nature and extent of the interest and any entity or entities involved in the financial relationship. For these and any other interests enough such information must be provided to allow a meaningful evaluation of the potential effect of the interest on the performance of the PWS.

(2) A statement that no actual or potential conflict of interest or unfair competitive advantage exists with respect to the advisory and assistance services to be provided in connection with the instant contract or that any actual or potential conflict of interest or unfair competitive advantage that does or may exist with respect to the contract in question has been communicated as part of the statement required by (b) of this provision.

(d) Failure of the Offeror to provide the required statement may result in the Offeror being

SOLICITATION DE-SOL-0002446

determined ineligible for award. Misrepresentation or failure to report any fact may result in the assessment of penalties associated with false statements or such other provisions provided for by law or regulation.

K.8 DEAR 970.5223-3 Agreement regarding Workplace Substance Abuse Programs at DOE Facilities (DEC 2000)

- (a) Any contract awarded as a result of this solicitation will be subject to the policies, criteria, and procedures of 10 CFR part 707, Workplace Substance Abuse Programs at DOE Sites.
- (b) By submission of its offer, the officer agrees to provide to the contracting officer, within 30 days after notification of selection for award, or award of a contract, whichever occurs first, pursuant to this solicitation, its written workplace substance abuse program consistent with the requirements of 10 CFR part 707.
- (c) Failure of the Offeror to agree to the condition of responsibility set forth in paragraph (b) of this provision renders the Offeror unqualified and ineligible for award.

SECTION L

INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

L.1 Proposal Preparation Instructions – General Information

Proposals shall conform to the instructions specified in this provision and specific instructions in Sections L.2, L.3, and L.4. To aid in evaluation, proposals shall be clearly and concisely written as well as being neat, indexed (cross-indexed as appropriate) and logically assembled. All pages of each part shall be appropriately numbered, and identified with the name of the Offeror, the date, and the solicitation number.

- A. Offerors may voluntarily submit the Key Personnel resumes, and Offeror Past Performance information prior to the proposal due date and time shown below. Modifications to such information may be submitted up to the date and time for receipt of proposals.

Deleted: es

- B. This Solicitation requires Offerors to submit three separate volumes of written proposal information. Numbers of copies are shown below. Page limitations are provided in the specific proposal instructions for each volume:

Deleted: four

- (1) Volume I, Offer and Other Documents – Original, 1 copy and 1 CD-ROMs.
- (2) Volume II, Technical Proposal – 5 copies and 2 CD-ROMs.
- (3) Volume III, Price Proposal – 2 copies, and 2 CD-ROMs.

- C. CD-ROMs shall be clearly labeled and contain files that can be read using Microsoft Office 2003 or Adobe Acrobat Reader. The CD-ROMs are provided for the convenience of the DOE Source Evaluation Board. The written material constitutes the official Offer and proposal. In the event of a conflict, the written material takes precedence over the CD-ROM text.

- D. Any time a page limitation is specified, a page is defined as a single side. All pages of the proposal are to be submitted on 8 1/2" x 11" sheets – no fold-out sheets are allowed. Printing is encouraged to be double-sided. Print type used in the text portions of the proposal shall be no smaller than size 10, including print type used in headers, footers, charts, graphs, figures and tables. Those pages that exceed the limits set forth in Section L of this Request for Proposal (RFP) will not be considered in the evaluation (note: Tables of Contents, Lists of Figures, dividers, tabs, or similar inserts that do not provide any substantive information are not counted as a page).

Deleted: to be on one side of paper only

- E. If a proposal exceeding the page limitation is received, the additional pages will not be read and evaluated by DOE. The pages exceeding the page limitation will be removed from the proposal and returned to the Offeror.
- F. The Original of the Volume I proposal shall contain signed originals of all documents requiring signature by the Offeror. Use of reproductions of signed originals is authorized in all other copies of the proposal.
- G. Proposals are expected to conform to all solicitation provisions and be prepared in accordance with the instructions and outline contained in this solicitation. The proposal information will be reviewed to ensure compliance by the Offeror with all aspects of this solicitation. Failure to respond to or follow the instructions regarding the organization and content of each proposal volume may result in the Offeror's proposal being deemed non-responsive.
- H. Using the Evaluation Criteria set forth in Section M, proposals will be evaluated in accordance with applicable Federal Acquisition Regulation (FAR) and Department of Energy Acquisition Regulation (DEAR) provisions.

SOLICITATION DE-SOL-0002446

- I. These instructions are provided to aid Offerors in the preparation of their proposals. These instructions and the information contained in these instructions are not evaluation Criteria for this solicitation. The evaluation Criteria are contained in Section M of this solicitation. Do not assume that because you have had similar contracts with the Federal Government, including the Department of Energy, that reviewer knows of your performance under such contracts and will make assumptions regarding your proposal based on that knowledge. Any proposals received in response to this solicitation will be reviewed strictly as submitted and in accordance with the evaluation criteria specified in Section M.

L.2 Proposal Preparation Instructions - Volume I, Offer and Other Documents (no page limitation)

Volume I, "Offer and Other Documents," consists of the actual Offer to enter into a contract to perform the required work. It also includes required representations and certifications, other statements of the Offeror, and any other administrative information.

Volume I, "Offer and Other Documents," shall include the following (in the order listed):

- (1) Cover Letter. Provide a cover letter that includes the items shown below. The cover letter will not be evaluated.
 - (a) The solicitation number.
 - (b) Names, addresses, titles, telephone and facsimile numbers, and e-mails of persons authorized to negotiate on behalf of the Offeror in connection with this solicitation. Also, include the same information for the person authorized to sign the offer.
 - (c) The complete, formal name and address of the Offeror, proposed subcontractors, all joint venture members, and all limited liability company members, as applicable. Also, provide the Dun & Bradstreet LTD (DUNS) number for each of the above named entities.
- (2) Standard Form 33, Solicitation, Offer and Award. The Standard Form 33 shall be fully executed by an authorized representative of the Offeror. This form shall be used as the cover sheet of each copy of Volume I, Offer and Other Documents. By the Offeror's signature on the Standard Form 33, it is agreeing to accept the model contract (Sections A through J of this RFP) as written. Sections B through J of the model contract shall not be submitted, except for any required fill-in information. Offerors need only submit those pages in which the Offeror is to complete certain information as a part of its offer. Offerors shall also acknowledge all amendments to the solicitation in Block 14 of the Standard Form 33. By signing the Standard Form 33, the Offeror certifies its full and complete acceptance of the model Contract (Sections A through J of this Solicitation). The individual signing the Standard Form 33 must have the authority to commit the Offeror to all of the provisions of the proposal, fully recognizing that the Government has the right, by terms of the solicitation, to make an award without further discussion if it so elects.
- (3) Joint Ventures and/or Limited Liability Companies (LLCs) and/or Any Other Teaming Arrangements. Offerors who submit a proposal as one of the above shall provide full and complete information on each of the participating members/companies, as well as the proposed organization itself. The Offeror shall provide copies or drafts of the applicable joint venture and/or LLC agreements, any applicable mentor/protégé agreements or arrangements, and any agreements and/or arrangements with subcontractors regarding the nature and extent of the work to be performed under this solicitation.
- (4) Section K, Representations and Certifications. The Offeror, each team member (as defined in FAR Subpart 9.6), and each subcontractor shall complete the annual Representations and Certifications electronically via the Online Representations and

SOLICITATION DE-SOL-0002446

Certifications Application (ORCA) web site and shall fully execute the Representations, Certifications and Other Statements of Bidders/Offerors in Section K.

- (5) Remittance Address. If the Offeror's address shown on the Standard Form 33 is different from the remittance address, the remittance address shall be provided.

- (6) Additional Offeror Representations, Certifications, and Acknowledgments (other than those executed in the Online Representations and Certifications Application (ORCA)).

- (7) Exceptions and Deviations. Exceptions and/or deviations are not sought and the Government is under no obligation to enter into discussions. However, any exceptions and/or proposed deviations taken to the terms and conditions of the proposed contract shall be identified. The exceptions and proposed deviations should be listed in a logical sequence such as by individual sections of the solicitation. The Offeror shall provide a summary and specific cross-references to the full discussion of exceptions or deviations taken in the other proposal volumes. The benefit to the government, if any, shall be explained for each deviation/exception taken.

IF AN OFFEROR PROPOSES EXCEPTIONS AND/OR DEVIATIONS TO THE TERMS AND CONDITIONS OF THE SOLICITATION, THE PROPOSAL MAY BE UNACCEPTABLE FOR AWARD WITHOUT DISCUSSIONS. FURTHER, THE GOVERNMENT MAY MAKE AN AWARD WITHOUT DISCUSSIONS TO ANOTHER OFFEROR THAT DID NOT TAKE EXCEPTIONS

- (8) Automated Clearing House (ACH) Form, See Section L Attachment L-8.

Deleted: <#>The acknowledgments of receipt of all amendments to this solicitation.¶

Deleted: <#>Exceptions and Deviations taken to the model contract. Any exceptions or deviations to the terms of this Contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the Contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the Contract.¶

Deleted: <#>Additional Information to be Furnished¶

- ¶ (1) Government Property¶

¶ (i) Unless otherwise stated, the offeror is expected to furnish all property necessary to perform the work defined in this solicitation. Government property as used herein means all Government owned or leased property, including Government furnished property and contractor-acquired property whose title is retained by the Government.¶

¶ (ii) Indicate in this Volume I whether or not the proposal is based on the use of Government property. If the offeror proposes to use Government property to perform the work (whether or not such property is presently in the possession of the offeror), provide the particulars in the Cost/Price Proposal volume, along with a statement signed by an executive corporate official (or the equivalent in a non-corporate entity) which:¶

¶ (A) Expresses the Offeror's unwillingness or financial inability to acquire the necessary property with the Offeror's resources; or¶

¶ (B) Explains that time will not allow the Offeror to make the necessary arrangements to obtain timely delivery of such property to meet the Government's requirements even though the Offeror is willing and financially able to acquire the property. Such an explanation is to include cost benefit studies that treat lease versus buy versus use of the Government property. In this case, existing Government property, if available, may be provided until the property acquired by the offeror is delivered, installed, etc.¶

L.3 Proposal Preparation Instructions - Volume II, Technical Proposal

a. General

- (1) Volume II, Technical Proposal consists of the Offeror's approach addressing the technical and management aspects of the acquisition, its capabilities and what it will do to satisfy the requirements of the Performance Work Statement (PWS). The Offeror's Technical Proposal will be evaluated to determine such matters as the Offeror's understanding of the work to be performed, knowledge, and its technical approach to accomplish the requirements of the solicitation. The proposal should provide straight-forward, concise delineation, and sufficient detail to demonstrate the Offeror's approach to successfully perform the PWS. The proposal shall not merely offer to perform work in accordance with the PWS.
- (2) In order that the Technical Proposal may be evaluated strictly on the merit of the material submitted, no contractual cost/price information is to be included in the Technical Proposal.

b. Format and Content

Volume II, Technical Proposal, shall include the following components:

- Table of Contents
- The Offeror shall provide a Cross-Reference Matrix which correlates the proposal by page and paragraph number to the Performance Work Statement (PWS), Section L, and Section M. The Cross-reference Matrix shall be inserted in the Offeror's proposal immediately following the Table of Contents for Volume II.
- List of Tables and Figures
- Technical Discussion

SOLICITATION DE-SOL-0002446

These major headings may be subdivided or supplemented by the Offeror as appropriate. No materials shall be incorporated by reference that are not included in the Technical proposal. Each proposal part should stand alone.

c. Specific Areas to be addressed:

The Technical Discussion section shall clearly address each of the evaluation criteria outlined in Section M.3 as follows:

I. Evaluation Factor 1 – Technical and Management Approach (30 page limitation)

Deleted: 25

(a) Transportation Management and Quality Assurance

The Offeror's proposal shall describe its approach to successfully implement and execute the technical and management requirements of the PWS to include the methods and processes for providing qualified tractor and driver services at a minimum of 11 tractor teams at all times used to:

Formatted: Indent: Hanging: 0.56", Outline numbered + Level: 5 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 1" + Tab after: 1.25" + Indent at: 1.25", Tab stops: 1", List tab + Not at 1.25"

Deleted: and administration

Deleted: and up to a maximum of 30 tractor teams

- meet task order requirements, including dispatch process and monitoring of truck sets in accordance with the DOE Transportation Schedule (a sample schedule is provided with the PWS Appendix 3, "Sample Transportation Schedule");
- manage lines of authority;
- interact and communicate with the DOE Transportation Manager, WIPP Traffic Dispatch Office, and other DOE contractors, and identify and correct problems;
- respond to changing requirements such as weather conditions, delays enroute, breakdowns, etc.;
- recruit, train and discipline employees; and
- perform the transition period including the timetable for orderly assumption of responsibilities and the application of resources during the phase-in period.
- implement a quality assurance program for hazardous waste transport operations as specified in the PWS.

Deleted: 60-day

(b) Safety Program

The Offeror's proposal shall describe its approach for establishing and maintaining a safety program that meets the PWS requirements for providing qualified driver services at a minimum of 11 tractor teams at all times in the areas of:

Formatted: Indent: First line: 0.19", Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5"

Deleted: and up to a maximum of 30 tractor teams

- driver training;
- emergency response program;
- incident reporting;
- safety reviews and audits;
- safety organization, including roles and responsibilities;
- safety meetings;
- safety suggestion program;
- incentive programs; and
- drug/alcohol screening programs.

(c) Tractors, Trailers, and Support Equipment Acquisition and Maintenance

The Offeror's shall describe its approach for acquiring and maintaining tractors and support equipment as identified in the PWS for providing qualified tractor services at a minimum of 11 tractor teams at all times, including additional trailer maintenance services for up to 40 additional trailers, specifically in the following areas:

Formatted: Indent: First line: 0.19", Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5", Tab stops: 1", List tab + Not at 0.5"

Deleted: and up to a maximum of 30 tractor teams

- maintaining Government furnished trailers in accordance with the operating and maintenance manual and Department of Transportation (DOT) requirements;
- the timeline for tractor acquisition;
- proposed tractor specifications;
- emergency tractor replacement;

SOLICITATION DE-SOL-0002446

- achievement of Commercial Vehicle Safety Alliance Level VI standards;
- achievement of less than 1 percent downtime

(d) Risks

The Offeror's proposal shall also identify the three most significant risks to successful performance of the PWS and its approach to eliminate, avoid, or mitigate each of these risks. DOE will evaluate only the first three risks identified by the Offeror.

Formatted: Indent: First line: 0.19", Outline numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.25" + Tab after: 0.5" + Indent at: 0.5", Tab stops: 1", List tab + Not at 0.5"

II. Evaluation Factor 2 – Relevant Company Experience

(a) Offeror Experience. The Offeror shall describe its relevant experience in performing work similar in size, scope, and complexity to that described in the PWS. Size, scope and complexity are defined as follows: Size - dollar value and contract duration; scope - type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); and complexity - performance challenges (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies and stakeholder groups, rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.). The Offeror's discussion shall address the nature of any challenges encountered in providing support and the resources utilized to meet these challenges.

Deleted: and risk

Deleted: types of waste, nuclear environment, regulatory environmentworking with Federal, State, Tribal regulatory bodies and stakeholder groups, rigorous safety and quality assurance requirements, etc.)

- (b) Major or Critical Subcontractors. In addition to the Offeror's relevant experience, the Offeror shall provide the relevant experience of any proposed major or critical subcontractors. The Offeror shall describe the relevant experience, similar in size, scope, and complexity, in relation to the portion of the PWS proposed to be performed by the major or critical subcontractor. A major or critical subcontractor is defined as an entity that is proposed to perform driver services, tractor services, and/or tractor and trailer maintenance services during the life of the contract.
- (c) Newly Formed Entity. If the Offeror is a newly formed entity with no experience, the Offeror shall provide relevant experience for its parent organization(s) or the member organizations in a joint venture, LLC, or other similar entity.
- (d) Relevant Contracts. The Offeror shall provide experience information on three (3) contracts performed by the Offeror and three (3) contracts performed by each proposed major or critical subcontractor using the form in Attachment L-3, Experience and Past Performance Reference Information Form, for each contract. If the Offeror is a newly formed entity, the Offeror shall provide experience information on three (3) contracts for each parent organization(s) or each member organization if the Offeror is a joint venture, LLC, or similar entity. These contracts shall have been completed within the last five (5) years from the effective date of the solicitation or currently ongoing. Contracts may be with Federal, state, and local governments and/or with commercial customers. The experience information shall identify the portion of the work (as both a percentage and the types of work activities) under each of the referenced contracts performed by the Offeror, subcontractor, or other entity. For example, if the Offeror was a partner company in an LLC or a subcontractor during the performance of the referenced contract, the Offeror shall identify that portion of the work (as both a percentage and the types of work activities) the Offeror/subcontractor/other entity performed during the referenced contract.

Attachment L-3, Experience and Past Performance Reference Information Form is limited to five (5) pages. Information pertaining to Evaluation Factor 2 – Relevant Company Experience shall only be provided within Attachment L-3. DOE does not want and will not evaluate a summary section highlighting relevant experience that is submitted in addition to Attachment L-3. **The contracts referenced for each entity shall be the same contracts for which Past Performance information is provided for in Evaluation Factor 4 – Past Performance below.**

Deleted: Part A of

Deleted: Additional i

Deleted: in Part B of

Deleted: There are no Page Limitations for Part B.

SOLICITATION DE-SOL-0002446

All information provided under this evaluation factor by the Offeror shall be described in sufficient detail to enable the Government to clearly identify and define the portion of work to be performed by each entity (Offeror, major or critical subcontractors, and/or teaming participants) under the Offeror's proposed approach.

III. Evaluation Factor 3 - Key Personnel

The Offeror shall propose a Key Person in the position of Project/Terminal Manager and describe the requisite individual's relevant knowledge and experience with training and operations; safety; dispatching; and hazardous and/or radioactive material transporting, as it pertains to 49 CFR 170-178 and 350-399.

Upon award, the Key Person will become part of the Section H clause entitled Key Personnel. The offeror shall propose one individual for the key position of the Projects/Terminal Manager position. Additionally, the Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

The Offeror shall submit a written resume for the proposed Key Person using the format provided in Section L, Attachment L-1, "Key Personnel Standard Resume Format". The resume shall include references and not exceed four (4) pages for the Project Terminal Manager.

The Offeror shall submit a signed letter of commitment from the proposed key person. The letter of commitment shall state, as follows:

"I hereby certify that the resume submitted as part of the proposal is true and correct, and _____ (insert name of individual proposed) will accept the proposed position of _____ (insert name of proposed position) if _____ (insert name of Contractor) receives the award and will perform in the proposed position for the performance period of the contract."

IV. Evaluation Factor 4 - Past Performance

- (a) The Offeror shall provide a completed Attachment L-3, Experience and Past Performance Reference Information Form, for three (3) contracts similar in size, scope and complexity to the work described in the PWS which have been completed or are in progress during the past five (5) years from the effective date of the solicitation for the Offeror, each joint venture partner, LLC member, and all major or critical subcontractors. Size, scope and complexity are defined as follows: Size - dollar value and contract duration; scope - type of work (e.g., work as identified in the PWS, including cross-country shipment of hazardous and/or radioactive waste, other hazardous or radioactive shipments, and/or other types of cross-country or long-haul shipments); and complexity - performance challenges (e.g., types of waste, nuclear environment, CVSA Level VI inspection criteria, working with Federal, State, Tribal regulatory bodies and stakeholder groups, rigorous safety and quality assurance requirements, stringent driver qualification requirements, etc.). For each of the contracts, the Offeror shall provide the information as requested on the Attachment L-3, Experience and Past Performance Reference Information Form.

References should be provided solely for the work performed by the proposing division of the Offeror's company. The Offeror shall identify the portion of the work (size, scope, and complexity) performed by the entity specified in the form. Contract work for state and local Government, private sector clients, and subcontracts that are similar to the work described in the PWS will be evaluated equally with similar Federal contracts. **The contracts for which Past Performance information is submitted for the Offeror, each joint venture partner, LLC member, and major or critical subcontract shall be the same contracts for which information is provided in Evaluation Factor 2 – Relevant Company Experience.**

Deleted: ¶
<#>Other Information. ¶

¶
<#>The Offeror shall identify and quantify (in terms of dollar volume) the experience of the Offeror and any major or critical subcontractors working under safety and quality assurance requirements in accordance with the DOE Integrated Safety Management Manual, DOE M 450.4 and the DOE CBFO Quality Assurance Program Document; DOE/CBFO-94-1012 or their equivalents, in the past five years. ¶

¶
<#>The Offeror shall describe its demonstrated experience in working with regulatory agencies at the State and Federal levels; experience in using corporate capability to provide support, oversight and problem solving; and experience in working with stakeholders and community groups such as local citizen groups, local Government organizations (including tribal nations), and other interested groups. ¶

Deleted: nel

Deleted: , Safety Manager, and Quality Assurance Manager

Deleted: personnel's

Deleted: ¶
The Offeror shall identify three Key Personnel in Section L, Attachment L-1, List of Key Personnel.

Deleted: nel

Deleted: may

Deleted: both

Deleted: personnel

Deleted: s

Deleted: of Safety Manager and Quality Assurance Manager. No more than three and no less than two persons can be proposed to perform the key personnel functions. The key personnel proposed to perform

Deleted: cannot be proposed to perform for the key personnel positions of the Safety ...

Deleted: ¶

Deleted: separate

Deleted: s

Deleted: each of

Deleted: nel

Deleted: 2

Deleted: Each

Deleted: and two pages for the other Key Personnel

Deleted: each

Deleted: (e.g. CVSA Level VI inspection criteria, adherence to state and/or tribal ...

Deleted: Criterion 4

SOLICITATION DE-SOL-0002446

- (b) The Offeror shall provide information on problems encountered on the contracts identified above and corrective actions taken to resolve those problems in Attachment L-3, Experience and Past Performance Reference Information Form. The problems could include, but are not limited to: technical problems; regulatory notices of violation resulting from transportation non-compliances; late deliveries. The problems should have been managed directly by the Offeror or the other team member for which Past Performance Evaluation Forms are being provided.

Deleted: Part B of

Deleted: Price Anderson enforcement actions;

Deleted: environmental

Deleted: f

- (c) The Offeror shall provide information on accidents with fatalities and/or injuries that have occurred within 5 years from the effective date of the solicitation for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services. The Offeror shall also provide information on accidents with fatalities and/or injuries that are listed in the FMCSA database as of the effective date of the solicitation for the Offeror or the entity actually performing transportation/shipment services and/or where the Offeror was responsible for the management/arrangement of transportation/shipment services. This information should explain the circumstances, including the work being performed, determination of fault, corrective action, if any, and any other information that is pertinent to the matter.
- (d) The Offeror shall provide the Attachment L-4, Past Performance Questionnaire, to each of the clients named on the Attachment L-3. The Offeror shall require that the clients return the Past Performance Questionnaire directly to the address identified below and on the Attachment L-4, Past Performance Cover Letter, no later than the proposal due date.
- (e) The Offeror shall be responsible for ensuring that all Past Performance Evaluation Forms are received by the appropriate responding official of each entity for which a reference is being requested. The Offeror shall also be responsible for ensuring that each Past Performance Evaluation Form is received by the Contracting Officer from each responding official. Past Performance Evaluation Forms are encouraged to be scanned and emailed to the following email address at: WIPPTransportation@emcbc.doe.gov. If responding officials are unable to scan and email a copy, it can mailed to the following address:

U.S. Department of Energy
EM Consolidated Business Center
ATTN: Toni Rutherford
250 East 5th Street
Cincinnati, OH 45202

Offerors should allow adequate time for the completed forms to be returned to the Contracting Officer by the proposal due date.

However, DOE receipt of the questionnaires is not subject to the Section L Provision, "52.215-1, Instructions to Offerors – Competitive Acquisition" related to late proposals. The Offeror shall be responsible for following up with the reference points of contact and for ensuring that the Past Performance Questionnaire is completed and returned to the Government on time. Forms not received by the proposal due date may not be considered if consideration will unduly delay evaluations. Offerors may contact the Contracting Officer at the e-mail address to confirm the receipt of Past Performance Evaluation Forms.

- (f) DOE may solicit information from available sources, including references and clients identified by the Offeror, and will consider such information in its evaluation. References other than those identified by the Offeror may be contacted and be considered by the Government regarding the evaluation of the Offeror's past performance. DOE may check

SOLICITATION DE-SOL-0002446

readily available Government records including pertinent DOE prime contracts, or from commercial references for relevant past performance information.

- (g) The Offeror bears the burden of demonstrating the relevance and acceptability of its past performance; therefore, the Offeror is required to provide sufficient data for the Government to properly evaluate the past performance. It is the Offeror's responsibility to provide sufficient information to demonstrate the relevancy and similarity of the references provided for past performance evaluation to the PWS. If the Offeror is a newly formed entity, the Offeror shall provide the relevant past performance information for each of the members of the Joint Venture, LLC, or any other teaming arrangement as described in FAR Subpart 9.6, Contractor Team Arrangements.
- (h) The Offeror shall provide Attachment L-7, List of Contracts [Terminated for Convenience or Default](#) (partially or completely) within the past five (5) years with an explanation for the termination provided for the Offeror or other teaming participant and/or major [or critical](#) subcontractor for which Past Performance Evaluation Forms are being provided.
- (i) As past performance information is source selection information, the Government will only discuss past performance information directly with the prospective prime contractor, team member, or subcontractor that is being reviewed. If there is adverse past performance associated with a proposed subcontractor's or team members past performance, the prime can be notified of the existence of the adverse past performance, but no details will be discussed without the subcontractor's or team member's permission.

Deleted: Terminated

L.4 Proposal Preparation Instructions - Volume III, Price Proposal ▼

Deleted: (no page limitation)

- a. The Offeror shall provide a completed Section B.2 with proposed firm fixed prices and firm fixed unit and extended prices to perform the requirements set forth in the PWS. For Sections 2.1.3, 2.2.3, 2.3.3, 2.4.3 and 2.5.3 the Offeror shall use the not-to-exceed values already specified Section B.
- b. The Offeror shall also provide a completed Attachment L-5 (MS Excel workbook)
- c. If there is a discrepancy between the [unit](#) prices specified by the Offeror in Section L, Attachment L-5 and the corresponding [unit](#) prices specified by the Offeror in Section B.2, the [unit](#) prices specified by the Offeror in Section B.2 will be used to determine the total evaluated price. In the event of a conflict between the firm fixed unit price and the extended price specified by the Offeror, the unit price will be used to determine the total proposed price for that item.
- d. Since the Price Proposal will be evaluated to determine price reasonableness it should be accurate and complete. Offeror pricing information should not be included in the other proposal volumes.
- e. All pages, including forms, must be page numbered and all forms, tables, or exhibits must be identified in the table of contents or index.
- f. [The Offeror shall provide documentation for](#) Responsibility Determination and Financial Capability [as outlined below](#):
 - i. FAR 9.104-1(a), General Standards, requires that a prospective Offeror have adequate financial resources to perform the Contract or the ability to obtain them in order to be determined responsible. It is the Offeror's responsibility to demonstrate its financial capability to complete this Contract. Information provided by the Offeror shall include, but not be limited to, the Offeror's financial statements (audited, if available) and notes to the financial statements for the last three fiscal years. This information should be provided for all participants if the Offeror is a joint venture or other teaming arrangement.
 - ii. Using the above information and other information, the Government will make a FAR Part 9 responsibility determination of the prospective awardee. The Government may request a financial capability review of each Offeror from the Defense Contract

SOLICITATION DE-SOL-0002446

Audit Agency as part of the Government's consideration in making the responsibility determination.

- iii. Clause H.22 "Motor Carrier Evaluation Program (MCEP) Audit" requires that the Contractor pass the MCEP or the contract may be terminated for default. It is the Offeror's responsibility to demonstrate its capability to pass the MCEP Audit, through completing and submitting the MCEP Audit Prescreening Forms provided in Attachment L-6 "MCEP Audit Prescreening Forms" or by providing proof of current MCEP audit certification. In addition it is the Offeror's responsibility to demonstrate the capability of its teaming partners and/or members, if a newly formed entity, members of the newly formed entity, and major or critical subcontractors responsible for transporting TRU waste, to pass the MCEP Audit. Forms shall be submitted for the Offeror, its teaming partners and/or members, if a newly formed entity, members of the newly formed entity, and subcontractors responsible for transporting TRU waste, and shall be submitted with the Offeror's proposal.
- iv. The Offeror shall submit a copy of the most recent audit report(s), regardless of year conducted, that describes the results of the most recent United States Department of Transportation Compliance Review. The Offeror shall also submit a copy of the audit report that describes the results of its latest United States Department of Transportation Security Review, if any, that has been conducted within 5 years of the effective date of the solicitation. The Offeror shall address any violations, deficiencies, issues identified, if any in both of the reports and include corrective actions, if any. If the Offeror has not had a Department of Transportation Security Review within the last three years it should state accordingly in its proposal.
- v. The Offeror shall submit proof of liability coverage in the amount of \$5M or greater to transport TRU waste under this solicitation in accordance with 49 CFR 387. The Offeror shall provide a certificate or information that indicates the Offeror will have coverage in accordance with the above, effective April 1, 2012, for a one year period. Note: the solicitation and any resulting contract requires continuous coverage throughout the performance period.

L.5 ELECTRONIC MEDIA – SOLICITATION AND AMENDMENT DISTRIBUTION

In order to further the Government policy of maximizing electronic commerce and making the acquisition process optimally cost effective, electronic media will be used exclusively and will be the sole method used for distributing the solicitation and amendments to the public. The solicitation and any amendments will be posted to the WIPP Transportation Services procurement website at:

<http://www.emcbc.doe.gov/WIPP>

The above electronic medium will constitute the official distribution method for this Solicitation. All amendments and any other official communications from the agency regarding this Solicitation will be posted through this medium. Offerors and all other interested parties shall maintain continual surveillance of the above website to remain abreast of the latest available information. No other communication, whether oral or in writing, will modify or supersede the terms of the Solicitation. The only method by which any term of the solicitation may be modified is by an express, formal amendment to the solicitation generated by the Contracting Officer.

L.6 FAR 52.216-1 Type of Contract (APR 1984)

The Government contemplates award of a Fixed-Price, Indefinite-Delivery, Indefinite-Quantity, task order type contract, with identified cost reimbursable items from this solicitation.

L.7 DOE ISSUING OFFICE

Lori Conroy

SOLICITATION DE-SOL-0002446

Contracting Officer
U.S. Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Telephone: (513) 744-0989
Facsimile: (513) 246-0529
E-mail: lori.conroy@emcbc.doe.gov

L.8 PROPOSAL DELIVERY AND PACKAGE MARKINGS

Mailed (U. S. Mail) proposals shall be marked as follows:

FROM:

MAIL TO:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Solicitation No. **DE-SOL-0002446**
Due Date: [May 17, 2011](#)▼
(Attention: Toni Rutherford)

Deleted: TBD

Next Day Delivery (e.g., U. S. Postal Service Express Mail or commercial couriers) proposals shall be marked as follows:

FROM:

SEND TO:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

Solicitation No. **DE-SOL-0002446**
Due Date: [May 17, 2011](#)▼
(Attention: Toni Rutherford)

Deleted: [May 11, 2011](#) TBD¶

Hand carried proposals shall be marked as follows:

FROM:

HAND CARRY TO:
United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting
250 East 5th Street
Suite 500
Cincinnati, Ohio 45202

SOLICITATION DE-SOL-0002446

Solicitation No. **DE-SOL-0002446**

Due Date: May 17, 2011

(Attention: Toni Rutherford)

Deleted: TBD

Note: Offerors hand carrying proposals to the above address must telephone the Contracting Officer one business day in advance to arrange delivery:

If the Offeror elects to forward the Offer by means other than the U.S. Mail, it assumes the full responsibility of insuring that the Offer is received at the place and by the date and time specified in this solicitation. Facsimile or electronic commerce offers will not be accepted.

Hand carried package(s) may only be delivered during the hours 8:00 a.m. to 3:00 p.m. local time on Federal workdays and no later than 3:00 p.m. local time on TBD. Delivery to any other location than that specified herein is unacceptable.

L.9 DOE-L-1001 QUESTIONS CONCERNING THE SOLICITATION

Questions concerning this solicitation must be submitted via email to WIPPTransportation@emcbc.doe.gov, not less than 15 days before the established due date for proposals to allow a reply to reach all prospective offerors before the submission of their proposals. Any questions received after such time may not be answered prior to the date that proposals are due. Each question should clearly specify the solicitation area to which it refers. Answers will be made available to the public as soon as practicable via the procurement website: <http://www.emcbc.doe.gov/WIPP>.

Any information concerning this solicitation will be furnished promptly to all other prospective offerors, if that information is necessary in submitting proposals or if the lack of it would be prejudicial to any other prospective offerors. The identity of the prospective offerors asking questions will be withheld.

The Government shall not respond to questions submitted by telephone or in person at any time. Offerors are encouraged to periodically check the procurement website to ascertain the status of any answers to questions, as hard copies will not be distributed.

L.10 DOE-L-1015 Notice of Intent - Use of Non-Federal Evaluators and Advisors

The Government intends to utilize non-federal advisors for evaluating proposals received in response to this solicitation. Such evaluators and/or advisors shall be required to sign Nondisclosure Agreements in accordance with DEAR 915.207-7-(f) (6). Under the statutes governing Procurement Integrity, non-federal advisors may not disclose any information learned by participating in this acquisition. Any company that employs such an individual, after his or her service as an advisor, cannot lawfully seek procurement-sensitive information, any attempt to do so constitutes a violation of the Procurement Integrity Act, 41 U.S.C. § 423.

L.11 DOE-L-1016 Contacts Regarding Future Employment

Offerors may contact incumbent contractor employees about future employment except where prohibited by law. These contacts must take place outside the normal working hours of the employees.

L.12 Amendment of the Solicitation

The only method by which any term of this solicitation may be modified is by an express, formal amendment to the solicitation generated by the issuing office. No other communication made at any scheduled pre-proposal conference or subsequent discussions, whether oral or in writing will modify or supersede the terms of this solicitation. Receipt of an amendment to a solicitation by an Offeror must be acknowledged in accordance with the solicitation provision "Instructions to Offerors - Competitive Acquisition." Such acknowledgment must be received prior to the hour and date specified for receipt of offers.

L.13 Offer Acceptance Period

The minimum offer acceptance period is 180 days after the required date for receipt of proposals.

L.14 False Statements

Proposals must set forth full, accurate, and complete information as required by this solicitation (including attachments). The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

L.15 Expenses Related to Proposal or Bid Submissions

This solicitation does not commit the Government to pay any costs incurred in the submission of any proposal or bid, or in making necessary studies or designs for the preparation thereof or to acquire or contract for any services.

L.16 Number of Awards

It is anticipated there will be two awards resulting from this solicitation.

Formatted: Indent: First line: 0.4"

L.17 Small Business Size Standard and Set-Aside Information

Deleted: One or two contract awards may be made as a result of this solicitation. ¶

This acquisition is a set-aside for small businesses. The size standard for this solicitation is \$25,500,000 under NAICS code 484230 "*Specialized Freight (except used goods) Trucking, Long-Distance.*"

L.18 DOE-L-1012 Guidance for Prospective Offerors - Impact of Teaming Arrangements on Small Business Status

(a) This procurement has been set aside for small business. In order to ensure that award is made to an eligible small business, prospective Offerors, in consultation with legal counsel, are encouraged to review the Small Business Administration's (SBA's) size eligibility standards found at Title 13 of the Code of Federal Regulations, Section 121 (13 C.F.R. § 121). In particular, Offerors proposing a joint venture, subcontracting, or another form of teaming arrangement should review 13 C.F.R. § 121.103, "How does SBA determine affiliation?" prior to submitting a proposal.

(b) The SBA is the sole authority for making determinations of small business status for small business programs. Such determinations are binding on the Offeror and the Contracting Officer. Accordingly, a finding by the SBA of affiliation between an Offeror and its proposed team member(s) or subcontractor(s) may result in the Offeror being found to be other than a small business and therefore ineligible for contract award.

(c) Business concerns are considered to be affiliates of each other if either one directly or indirectly controls or has the power to control the other, or if another concern controls both. In determining whether affiliation exists, factors such as common ownership (stock ownership or options, convertible securities and agreements to merge), common management, and contractual relationships are considered. An Offeror will also be found to be affiliated with its subcontractor(s) if the Offeror is unusually reliant upon its subcontractors or if the subcontractor(s) will perform primary and vital requirements of a contract.

(d) The SBA has issued several decisions concerning its evaluation of affiliation of an Offeror and its proposed subcontractor(s). The following examples set forth characteristics that the SBA has reviewed in considering the question of affiliation and may assist prospective Offerors in developing any teaming arrangements and their proposals.

(1) The SBA considers whether proposed subcontracting, partnership, joint venture, or

SOLICITATION DE-SOL-0002446

other teaming arrangements contain discrete descriptions of the tasks or work to be performed by each party. The SBA considers whether the Offeror or, if the Offeror is a joint venture or partnership, the joint venture participants or partners, perform the primary or vital portions of the PWS. The SBA considers whether teaming arrangements clearly set forth the relationship between the parties, as well as the individual roles and responsibilities assigned.

(2) The SBA considers whether there is a clear separation of facilities, employees, and management (decision-making authority) between the Offeror and any entities with which it has teaming arrangements.

(3) The SBA considers the extent to which the Offeror directly employs Key Personnel (Program Manager, Project Manager, etc.).

(4) If the Offeror is an eligible small business prime contractor, the SBA considers whether the majority of the technical expertise resides with the Offeror. If the Offeror is an eligible joint venture the SBA considers whether the majority of the technical expertise resides among the joint venture members.

(5) The SBA considers the Offeror's profit sharing arrangements with its proposed subcontractor or other entities.

(6) In reviewing affiliation between the Offeror and its proposed subcontractors or entities with which the Offeror has a teaming arrangement, SBA considers the previous contractual or business relationships between the Offeror and that entity.

L.19 DOE-L-1013 Alternate Proposal Information - None

Alternate proposals are not solicited, are not desired, and will not be evaluated.

L.20 Classified Material

Performance under the proposed contract is not anticipated to involve access to classified material.

DOE issued L or Q Security Clearances will not be required during the performance of services for this contract. In the event L or Q clearances are required for any specific shipments, DOE will provide appropriately cleared escorts.

L.21 Award Without Discussions With Offerors

The Government intends to make selection and award based on the initial offer as set forth in FAR 15.306(a). It is particularly important that each Offeror be fully responsive in providing their best offer initially, since there may be no opportunity to expand, clarify or revise proposals at a later date

Offerors' initial proposals shall be reviewed to determine whether they satisfy the requirements of this solicitation. The contracting officer may eliminate those proposals so grossly and obviously deficient as to be totally unacceptable on their face from further consideration before the initial evaluation.

Failure of Offerors to respond or follow the instructions regarding the organization and content of any of the proposal volumes may result in the Offeror's entire offer, consisting of volumes I through III being eliminated from the initial evaluation; and if such an offer becomes eliminated from initial evaluation, revisions to any of the proposal volumes will not be considered for evaluation.

L.22 FAR 52.233-2 Service of Protest (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed

Deleted: ¶ <#>Pre-proposal Site Tours¶

¶ The Offeror may obtain more information regarding the WIPP program in two ways: 1) view the WIPP Program power point presentation provided on the web site address at <http://www.emcbc.doe.gov/WIPP>, and/or 2) request a WIPP site tour and presentation by contacting the Contracting Officer at least 10 business days prior to the proposal receipt date. For WIPP site tours, the Offeror shall provide the Contracting Officer with a point of contact for the tour and a list of personnel desiring to attend the tour. Upon receipt of the visitor list, the Contracting Officer shall notify CBFO to schedule the tour and forward the visitor list with the Offeror's point of contact information to CBFO. A representative from CBFO will contact the Offeror's point of contact to schedule the tour. Foreign Nationals are prohibited from participating in the WIPP site tour. The tour will consist of a tour guide verbally presenting the same WIPP program power point presentation that is provided on the web site at the Skeen-Whitlock (DOE) Building in Carlsbad (if desired) and a physical visit of the trailer pick-up/drop-off area at the WIPP site. No verbal questions during the tour or presentation will be answered. Any questions resulting from the tour shall be submitted in writing to the Contracting Officer through the website.¶

SOLICITATION DE-SOL-0002446

directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from

[United States Department of Energy](#)
[Environmental Management Consolidated Business Center](#)
[Office of Contracting](#)
[250 East 5th Street](#)
[Suite 500](#)
[Cincinnati, Ohio 45202](#)
[Attention: Lori A. Conroy](#)

- ▼ (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

Deleted: [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]¶

L.23 DEAR 952.233-2 Service of Protest (FEB 2005)

As prescribed in 48 CFR 933.106(a), the following is added to the end of the provision at FAR 52.233-2:

- (c) Another copy of a protest filed with the General Accounting Office shall be furnished to the following address within the time periods described in paragraph (b) of this clause: U.S. Department of Energy, Assistant General Counsel for Procurement and Financial Assistance (GC-61), 1000 Independence Avenue, S.W., Washington, DC 20585, Fax: (202) 586-4546.

L.24 FAR 52.252-1, SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at these addresses:

<http://acquisition.gov/comp/far/index.html>
<http://professionals.pr.doe.gov/>

The following solicitation provisions are incorporated by reference:

SOLICITATION DE-SOL-0002446

Table L -1

| Provision No. | FAR/DEAR Reference | Title |
|-------------------------|-------------------------------|---|
| L.24.a. | FAR 52.215-1 | Instructions to Offerors – Competitive Acquisition (JAN 2004) |
| L.24.b. | FAR 52.222-23 | Notice of Requirement for Affirmative Action to Ensure Equal Employment Opportunity for Construction (FEB 1999) |
| L.24.c. | FAR 52.222-24 | Pre-Award On-Site Equal Opportunity Compliance Evaluation (FEB 1999) |
| L.24.d. | FAR 52.232-14 | Notice of Progress Payments (APR 1984) |
| L.24.e. | FAR 52.237-1 | Site Visit (APR 1984) |
| L.24.f. | FAR 52.237-10 | Identification of Uncompensated Overtime (OCT 1997) |
| L.24.g. | FAR 52.247-45 | F.O.B. Origin and/or F.O.B. Destination Evaluation (APR 1984) |
| L.24.h. | DEAR 952.219-70 | DOE Mentor-Protégé Program (MAY 2000) |
| L.24.i. | DEAR 952.233-4 | Notice of Protest File Availability (AUG 2009) |
| L.24.j. | DEAR 952.233-5 | Agency Protest Review (SEP 1996) |

L.25 LIST OF SECTION L ATTACHMENTS

- L-1 [Automated Clearing House \(ACH\) Form](#)
- L-2 Key Personal Standard Resume Format
- L-3 Experience and Past Performance Reference Information Form
- L-4 Past Performance Sample Letter and Questionnaire
- L-5 Pricing Workbook
- L-6 MCEP Audit Prescreening Forms
- L-7 List of [Contracts Terminated for Convenience or Default](#)

Deleted: List of Key Personnel

Deleted: ¶
L-8 Automated Clearing House (ACH) Form

Attachment L-1: Automated Clearing House (ACH) Form

This Attachment is a PDF file provided separately.

Deleted: Attachment L- 1: List of Key Personnel

| Name | Title |
|------|---------------------------|
| | Project/Terminal Manager |
| | Safety Manager |
| | Quality Assurance Manager |

Attachment L-2: Key Personnel Standard Resume Format

(Completed Resume limited to 4 pages)

Formatted: Centered

Name:

Country of Citizenship:

Proposed Title/Assignment on Contract: Project/Terminal Manager

Availability Date and Period of Commitment:

Experience Summary (a succinct summary of overall experience and capabilities including duration of performance and dollar level of projects):

Current Assignment (include from/to dates):

Current Client/Customer (include current address and telephone number):

Description of Current Assignment:

Description(s) of Experience Relevant to Proposed Contract Assignment:

Technical Qualifications (include special skills and relevant technical training):

Education Above High School (include from/to dates and current address and telephone number):

Three Knowledgeable Client/Customer Business References (include from/to dates and current address, telephone number, and e-mail address):

Attachment L- 3:

EXPERIENCE & PAST PERFORMANCE REFERENCE INFORMATION FORM

(Completed Form limited to 5 pages per reference contract/project)

| | |
|--|--|
| Name of Contractor Submitting Proposal: | |
| Name of Reference Contact Client (e.g. Government Agency or Prime Contractor): | |
| Name of Entity Reference Contract/Project Was Awarded To: | |
| Reference Contract/Project Client Point of Contact: | Name: Title: Telephone: Address: Reference Contract/Project Number: |
| Reference Contract/Project Period of Performance: | |
| Reference Contract/Project Start Date: | |
| Reference Contract/Project Completion/Termination Date: | |
| Reference Contract Type of Contract/Project: | |
| Reference Contract/Project Total Value: | |
| Reference Contract/Project Value Performed To Date: | |
| Dollar Amount and duration of work entity performed on reference contract/project: | |
| Dollar Amount and Duration of portion of work entity is proposed to perform on new WIPP Transportation Services Contract: | |

Deleted: Attachment L- 3:¶
EXPERIENCE & PAST PERFORMANCE
REFERENCE INFORMATION FORM

| | |
|---|--|
| Scope entity performed on reference contract/project: | |
| Scope entity is proposed to perform on new WIPP Transportation Services Contract: | |

SOLICITATION DE-SOL-0002446

**Complexity of work entity
performed on referenced
contract/project:**

**Complexity entity is proposed to
perform on new WIPP
Transportation Services Contract:**

Attachment L-4: Past Performance Sample Letter and Questionnaire

Sample Past Performance Letter

Dear _____ :

We are participating in a proposal for a Department of Energy (DOE) Contract for Transportation Services for the Waste Isolation Pilot Plant (a nuclear waste disposal facility) in the State of New Mexico. We are asking for your assistance in completing the attached questionnaire and forwarding to the DOE to aid in its evaluation of our past performance.

Please return the completed questionnaire within ten calendar days.

YOU ARE HIGHLY ENCOURAGED TO SCAN AND EMAIL THE QUESTIONNAIRE TO THE EMAIL ADDRESS PROVIDED BELOW:

Email Address: WIPPTransportation@emcbc.doe.gov

If you are unable to scan and email a copy, it can mailed to the following address:

United States Department of Energy
Environmental Management Consolidated Business Center
Office of Contracting, Attn: Ms Toni Rutherford
250 E 5th Street
Suite 500
Cincinnati, OH 45202

If mailing, please mark the envelope:

“PROCUREMENT SENSITIVE SOURCE SELECTION INFORMATION - SEE FAR 3.104”
“TO BE OPENED ONLY BY THE CONTRACTING OFFICER”

Please remember to provide your contact information at the end of the questionnaire.

Respondents are strongly encouraged to provide an explanatory narrative under REMARKS. If more space is needed, please attach additional pages.

Past Performance Questionnaire

Name of Company Being Evaluated:
Evaluator's Name:
Evaluator's Address:
Evaluator's Phone:
Evaluator's Organization:
Evaluator's role in the management of the contract:

Ratings:

Outstanding
Good
[Satisfactory](#)
[Marginal](#)
Unsatisfactory
Not Applicable
[Don't Know](#)

Deleted: Neutral

Deleted: Inadequate

1. How well did the Contractor provide services that met the Terms of the contract?

Rating:

Remarks:

2. How well did the Contractor provide required plans and procedures that were technically accurate and correct?

Rating:

Remarks:

3. How well did the [Contractor](#) effectively meet the contract requirements and proposed support?

Deleted: personnel performing the work

Rating:

Remarks:

SOLICITATION DE-SOL-0002446

4. How well did the Contractor provide timely services in accordance with contract schedules?

Rating:

Remarks:

5. How well did the Contractor take measures to minimize delays that were within their control?

Rating:

Remarks:

6. How well did the Contractor perform the contract services in a safe manner?

Rating:

Remarks:

7. How well did the Contractor report the number, extent, and nature of safety violations it received which placed either a vehicle or driver out of service due to a state or federal regulatory action?

Rating:

Remarks:

8. How well did the Contractor prepare, implement and perform programs to minimize hazardous or radioactive material driver citations?

Rating:

Remarks:

SOLICITATION DE-SOL-0002446

9. How well did the Contractor allocate available personnel and other resources to meet customer needs?

Rating:

Remarks:

10. How well did the Contractor provide staff on short notice for quick turnaround on deliveries and pick-ups?

Rating:

Remarks:

11. How well did the Contractor interface with you to address requests, complaints, and inquiries?

Rating:

Remarks:

12. How well did the Contractor obtain the necessary permits, fees and/or licenses required to perform the services?

Rating:

Remarks:

13. If given the choice, would you select this contractor again to perform your required services?

Yes/No:

Remarks:

SOLICITATION DE-SOL-0002446

Attachment L-5: Pricing Workbook

This Attachment is an MS Excel file provided separately.

Attachment L-6: MCEP Audit Prescreening Forms

(Appendices 3, 4 and 5 from the "DOE Motor Carrier Evaluation Program Plan and Procedures" document)

Appendix 3 – Carrier Identification Report

| MCEP Carrier Identification Report | | | | | |
|---|-------------------|---|---|--|------------------|
| 1. Name of Motor Carrier/HM Shipper | | | 2. Trade or D.B.A. (Doing Business As) Name | | |
| 3. Street Address | | | 4. Mailing Address (P.O. Box) | | |
| 5. City | 6. State/Province | 7. Zip Code + 4 | 8. Mailing City | 9. State/Province | 10. Zip Code + 4 |
| 11. Principal Phone Number | | 12. Principal FAX Number | | 13. Contact Name and Phone Number | |
| 14. USDOT No. | 15. MC or MX No. | 16. Dun & Bradstreet No. | 17. SCAC Code | 18. Internet email Address | |
| 19. Current Mileage Year | | 20. Mileage – Previous Year Year | | 21. Mileage – 2 yrs Previous Year | |
| 22. Current Bankruptcy Filing <input type="checkbox"/> Yes <input type="checkbox"/> No Type of Filing State and Date of Filing | | | 23. IRS/Tax ID # EIN # SS # | | |
| 24. Type of Carrier (Circle all that apply) A. Less Than Truckload B. Truckload C. Transcontinental D. Regional E. Local F. For-Hire Carrier G. Private Carrier | | | | | |
| 25. Cargo Classifications (Circle All That Apply) General Freight Hazardous Materials Bulk Packages Radioactive Materials DOE Classified Materials | | | | | |
| 26. Hazardous Materials Carried <div style="display: flex; flex-wrap: wrap;"> <div style="width: 33%;"> <input type="checkbox"/> Class 1 Explosives <input type="checkbox"/> Div 1.1 <input type="checkbox"/> Div 1.2 <input type="checkbox"/> Div 1.3 <input type="checkbox"/> Div 1.4 <input type="checkbox"/> Div 1.5 <input type="checkbox"/> Div 1.6 <input type="checkbox"/> Class 2 Gases <input type="checkbox"/> Div 2.1 <input type="checkbox"/> Div 2.2 <input type="checkbox"/> Div 2.3 </div> <div style="width: 33%;"> <input type="checkbox"/> Class 3 Flammable Liquids <input type="checkbox"/> Class 4 Flammable Solids <input type="checkbox"/> Div 4.1 <input type="checkbox"/> Div 4.2 <input type="checkbox"/> Div 4.3 <input type="checkbox"/> Class 5 Oxidizers <input type="checkbox"/> Div 5.1 <input type="checkbox"/> Div 5.2 <input type="checkbox"/> Class 6 Toxic Materials <input type="checkbox"/> Div 6.1 <input type="checkbox"/> Div 6.2 </div> <div style="width: 33%;"> <input type="checkbox"/> Class 7 Radioactive Materials <input type="checkbox"/> Low specific activity <input type="checkbox"/> Surface-contaminated object <input type="checkbox"/> Type A <input type="checkbox"/> Type B <input type="checkbox"/> Highway route controlled quantity <input type="checkbox"/> Class 8 Corrosive Materials <input type="checkbox"/> Class 9 Misc. Hazardous Materials <input type="checkbox"/> Wastes <div style="display: flex;"> <div style="width: 50%;"> <input type="checkbox"/> Low Level <input type="checkbox"/> High Level <input type="checkbox"/> Mixed <input type="checkbox"/> Hazardous </div> <div style="width: 50%;"> <input type="checkbox"/> Fissile <input type="checkbox"/> Transuranic waste <input type="checkbox"/> Polychlorinated biphenyls <input type="checkbox"/> Spent reactor fuel </div> </div> </div> </div> | | | | | |

SOLICITATION DE-SOL-0002446

Attachment L-6: MCEP Audit Prescreening Forms

Appendix 3 – Carrier Identification Report

| | | | | |
|---|---|--------|---|--------|
| 27. EPA Transporter Registration No. _____ | 28. RSPA Hazmat Registration No. (include current copy of certificate) Reg. No. _____ Expiration Date _____ | | 29. Liability Insurance Coverage (include current copy of MCS-90 and Accord Form) Amount _____ Expiration Date _____ | |
| 30. Equipment | Owned | | Leased | |
| Straight Trucks | | | | |
| Truck/Tractors | | | | |
| Van Trailers | | | | |
| Flatbed Trailers | | | | |
| Cargo Tank Trailers | Dry | Liquid | Dry | Liquid |
| Dump Trailers | | | | |
| Roll On/Roll Off Trailers | | | | |
| Intermodal Waste Boxes | | | | |
| Specialized Equipment (i.e. containment floors, etc.) | | | | |
| Other (Specify) | | | | |
| 31. Drivers Subject To FMCSR: | | | | |
| Union _____ Non-Union _____ Owner/Operators _____ | | | | |
| 100-Mile Radius _____ Total Drivers _____ Total CDL Drivers _____ | | | | |
| Completed by: _____ Title: _____ | | | | |
| Date: _____ | | | | |

Attachment L-6: MCEP Audit Prescreening Forms

Appendix 4 – Carrier Evaluation Questionnaire

General Information

Carrier Name: _____

Address: _____

Telephone Number: _____ Fax Number: _____

Web site Address: _____

Incident Response Telephone Number: _____

Parent Company (if applicable): _____

Address: _____

Telephone Number: _____ Fax Number: _____

DOT MC Number: _____

Canadian Provincial Permits: ☐ No ☐ Yes (provide copies)

Mexican Authority: ☐ No ☐ Yes (provide copies) ☐ Interline (with whom)

General Questions

1. Are Policies and Procedures uniform throughout company facilities? ☐ Yes ☐ No

2. What is the company's operating ratio for the past three years?

Current Year _____ Previous Year _____ Next Previous Year _

3. What is the carrier's asset to liabilities ratio? _____

Freight Claims and Pending Litigation

4. If applicable, what is the carrier's freight claims ratio? _____

What is the number of claims per thousand shipments? _____

What is the percentage relationship of claims to line haul revenue? _____

5. What percentages of the carrier's freight claims are paid within 30 days? _____

6. Does the carrier have an "automatic" pay amount for freight claims? ☐ Yes ☐ No

SOLICITATION DE-SOL-0002446

7. Is the carrier a party to any pending or enforcement activities by regulatory agencies?
(i.e., DOT, EPA, OSHA, State or local governments, etc.)

☐ No ☐ Yes, explain: _____

Carrier Safety

8. Explain where and how the carrier maintains records of accidents to meet the requirements of 49 CFR 390.15?

9. Does the carrier maintain a review board to investigate accidents?

☐ No ☐ Yes (title of board members): _____

10. Does the carrier maintain a review board to ascertain the preventability of accidents or incidents?

☐ No ☐ Yes (title of board members): _____

11. Does the carrier have a Safety Department/Organization? ☐ Yes ☐ No

12. Name and title of persons responsible for compliance in the following areas:

EPA: _____

FMCSR: _____

HMR: _____

Training: _____

Risk Management: _____

Fleet
Maintenance: _____

Drug and Alcohol Program: _____

13. Are current copies (as applicable) of 10 CFR, 29 CFR, 40 CFR and 49 CFR available to employees of the carrier?

☐ No ☐ Yes, format: _____

14. What is the frequency of regularly scheduled safety meetings?

SOLICITATION DE-SOL-0002446

☐ Weekly ☐ Monthly ☐ Semi-annually ☐ Other _____

15. Describe the system used to document a driver's participation in the regularly scheduled safety meetings?

Emergency Response and Spill Prevention and Control

16. Does the carrier maintain a capability to respond to emergency situations while trailers, loaded with hazardous materials, are en route?

☐ In-house capability ☐ Third-party capability (with whom): _____

17. How does the carrier verify appropriate emergency response information is accompanying all hazardous materials shipments (49 CFR 172.602)? _____

18. Has the carrier developed written procedures for spill prevention and control?

☐ Yes ☐ No

19. Is the carrier equipped to handle spill remediation and damaged containers at its terminals or on its vehicles when transporting HAZMAT en route?

☐ No ☐ Yes, how: _____

Carrier Equipment Profile

20. What criteria does the carrier use to determine equipment replacement?

Tractors: _____

Trailers: _____

Recap tire control: _____

Capability to pass CVSA Level 1 inspection of tractor and trailer: _____

Owner/Operators: _____

21. What types of communication devices are installed in the carrier's equipment?

☐ CB Radio ☐ Satellite ☐ Telephone (mobile or cellular)

SOLICITATION DE-SOL-0002446

☐ Two-way Radio ☐ Pagers ☐ Others

22. Does the carrier utilize onboard equipment to monitor driving habits and equipment use?

☐ No ☐ Yes, explain: _____

Operations/Customer Service

23. How does the carrier inform the shipper or receiver when pickup or delivery times will not be met?

24. Explain the carrier's ability to trace or track shipments in transit. _____

25. Explain the dispatch function. _____

26. Does the dispatch function have the ability to lock out drivers or equipment that are not in compliance (HOS or OOS)? _____

27. Is the carrier involved in any intermodal programs? ☐ No ☐ Rail ☐ Vessel

28. What special services may be offered by the carrier?

☐ Drivers with security clearances

☐ Team drivers

☐ Call-in services

☐ Other _____

29. What Electronic Data Interchange (EDI) capability does the carrier have? _____

30. Does the carrier participate in Electronic Funds Transfer (EFT)?

☐ No ☐ Yes

Drivers

31. Does the carrier's employee hiring policy include checking:

- ☐ Gaps in employment
 - ☐ Frequent job shifts or changes
 - ☐ All names (aliases) used by the applicant
 - ☐ Applications completed in person, by the applicant, at the facility
 - ☐ Type of military discharge
 - ☐ U.S. Citizenship
 - ☐ Appropriate papers on file for resident alien (green card) applicants
 - ☐ Present or prior residence information
 - ☐ Personal references
 - ☐ Criminal history
 - ☐ Other _____
-

32. What is the carrier's driver turnover ratio for the past three years?

Current Year _____ Previous Year _____ Next Previous Year _____

33. What is the carrier's hiring process and minimum qualifications for driver applicants (49 CFR 391.11)?

34. What type of background checks are conducted on potential drivers?

☐ Former Employer ☐ Criminal ☐ Citizenship ☐ Financial ☐ Other

35. Does the carrier observe or survey drivers' performance while operating equipment?

☐ No ☐ Yes, explain: _____

36. Does the carrier have and enforce a written policy regarding drivers placed "out-of-service" who operate the vehicle before coming into compliance (jumping)?

☐ Yes ☐ No, why: _____

Training

37. How does the carrier ensure that drivers are instructed in, and are knowledgeable of the Federal Motor Carrier Safety Regulations (FMCSR)? _____

38. How does the carrier provide recurrent training in FMCSR regulations? _____

39. What is the format of instruction used?

- ☐ Classroom ☐ Video ☐ Audio tape ☐ Newsletters
☐ Read and Sign ☐ Computer-based training ☐ Other _____

40. Has the carrier developed a program to instruct its drivers on the proper use of personal protective equipment (PPE)?

- ☐ Yes ☐ No

41. Are drivers trained in emergency response actions?

- ☐ Yes ☐ No

42. Are all HAZMAT employees subject to the carrier's Security Plan requirements (49 CFR 172.800) trained to the Security Plan?

- ☐ Yes ☐ No

Maintenance of Equipment

43. How does the carrier verify that drivers conduct pre-trip and post-trip vehicle inspections?

44. How are the carrier's maintenance capabilities carried out?

- ☐ In-house ☐ Third-party

45. Are drivers authorized to make repairs on equipment?

- ☐ No ☐ Yes, (what types): _____

Physical Security

46. Has the carrier developed and implemented a Security Plan to address at-risk commodities or transportation routes?

- ☐ Yes ☐ No

47. Has the carrier developed and implemented a Security Plan per DOT 49 CFR 172.800 as applicable to the commodities being shipped?

- ☐ Yes ☐ No

SOLICITATION DE-SOL-0002446

48. Does the carrier have a formal Security Department/Organization?

☐ Yes ☐ No

49. Can the carrier demonstrate the risk model used in the development of the Security Plan?

☐ Yes ☐ No

50. Does the carrier's Security Plan cover the following items:

- ☐ Personal security
- ☐ Hazardous materials and package control
- ☐ En Route security
- ☐ Plant or facility security
- ☐ Technical innovations
- ☐ Management prerogatives
- ☐ Communications

51. Does the carrier include security in all decision-making processes?

☐ Yes ☐ No

52. Does the carrier conduct security spot checks of personnel and vehicles?

☐ Yes ☐ No

53. Does the carrier have appropriate access controls for the type of materials being stored/shipped?

☐ Yes ☐ No

54. Is there adequate lighting/security in hazardous materials storage areas?

☐ Yes ☐ No

55. Does the carrier have a policy for ensuring vendor/shipper legitimacy?

☐ Yes ☐ No

56. Does the carrier maintain and implement security training for employees that includes:

- ☐ Company security objectives
- ☐ Specific security procedures
- ☐ Employee responsibilities
- ☐ Organizational security structure

57. How does the carrier distribute security messages to employees?

☐ Newsletters ☐ Bulletin boards ☐ Safety Meetings

☐ Other _____

58. Is there a specific frequency to the distribution of the security messages?

☐ Weekly ☐ Monthly ☐ Semi-annually ☐ Other _____

59. Does the carrier have a lock policy/procedure?

☐ Yes ☐ No

SOLICITATION DE-SOL-0002446

60. Does the carrier have an access control policy/procedure?

☐ Yes ☐ No

61. Does the carrier have a policy to minimize stops when the shipment is en route?

☐ Yes ☐ No

62. Does the carrier have a capability for providing escorts or guards for specific shipments of hazardous materials?

☐ Yes ☐ No

63. Has the carrier installed or considering installing advanced tracking technology for tractors and trailers?

☐ Installed (i.e. satellite tracking, hot buttons, coded engine starting procedures, etc)

☐ Tractors _____

☐ Trailers _____

☐ Considering installation

64. What communication systems have been installed to enhance the flow of information between driver, carrier, shipper, and receiver?

65. Identify the precautions the carrier has taken to prevent vandalism or theft within its facilities and while shipment of hazardous materials are en route?

Facilities: ☐ Gates, manual or electric

☐ Lighting

☐ Security guards

☐ Cameras

☐ Perimeter fencing

☐ 24-hour operation

☐ Animals (i.e., dogs, etc.)

☐ Other _____

En route: ☐ King pin locks

☐ Team drivers

☐ Valve locks

☐ Other _____

Hazardous Materials

66. How many years experience does the carrier/staff have transporting the following commodities?

| | Carrier | Staff |
|------------------------|---------|-------|
| Hazardous materials? | _____ | _____ |
| Radioactive materials? | _____ | _____ |
| Hazardous waste? | _____ | _____ |

67. What percentage of the carrier's business is composed of hazardous materials shipments?

_____ %

SOLICITATION DE-SOL-0002446

68. Beside hazardous materials training, does the carrier have any additional requirements for those drivers transporting hazardous materials in contract to general commodity drivers?

69. Does the carrier provide equipment and training to handle damaged containers and/or spill cleanup?

☐ No ☐ Yes, describe: _____

70. Does the carrier trip-lease hazardous material shipments to other carriers?

☐ No ☐ Yes, who: _____

71. Does the carrier have any driver who must comply with the training requirement for Highway Route Control Quantity (HRCQ) shipments (49 CFR 397.101)?

☐ No ☐ Yes, explain: _____

72. If transporting HRCQ materials, can the carrier provide a copy of the written route plan required by 397.101(d)?

☐ Yes ☐ No, why: _____

Waste Carriers

73. Describe the record keeping process for uniform hazardous waste manifests? _____

74. Does the carrier act as a broker for hazardous waste shipments?

☐ No ☐ Yes, explain: _____

75. Does the carrier interline hazardous waste shipments?

☐ No ☐ Yes, explain: _____

76. Does the carrier accept shipments of hazardous waste from brokers?

☐ No ☐ Yes, explain: _____

Carriers Transporting Hazardous Materials in Bulk

77. Does the carrier clean its own cargo tank equipment onsite?

☐ No ☐ Yes

78. Are procedures established for the following cleaning methods, if used:

Steam Cleaning? ☐ Yes ☐ No

Hot Water Cleaning? ☐ Yes ☐ No

Solvent Cleaning? ☐ Yes ☐ No

79. Does the carrier have its cargo tanks cleaned by an independent third party?

☐ Yes ☐ No

80. Does the carrier have a process to qualify independent cargo tank cleaning facilities?

☐ Yes ☐ No

81. Is there a written policy to ensure loading and unloading responsibilities of a driver and shipper/receiver are documented?

☐ Yes ☐ No

82. Does the carrier use third party DOT registered facilities for cargo tank tests, inspections, and repairs?

☐ Yes ☐ No

83. Has the carrier received a copy of the third parties registration number identification from DOT?

☐ Yes ☐ No

84. How does the carrier perform inspections and re-testing of the bulk packages under its control?

85. What are the qualifications/certifications of the persons or organizations performing inspection, repairs, and re-testing functions?

SOLICITATION DE-SOL-0002446

86. List all exemptions for bulk packaging the carrier currently holds or is a party to. If more space is needed, please provide a separate list.

Exemption

Expiration Date

| | |
|--|--|
| | |
| | |
| | |
| | |
| | |
| | |

Radioactive Material in Quantities of Concern (RAMQC)

87. Does the carrier currently transport Radioactive Material in Quantities of Concern (RAMQC)?

☐ Yes ☐ No

Attachment L-6: MCEP Audit Prescreening Forms

Appendix 5 – List of Requested Documents

LIST OF REQUESTED DOCUMENTS

- A. Completed Copy of Carrier Evaluation Questionnaire and Motor Carrier Identification Report (MCIR)**
- B. Copy of Operating Authorities**
- C. Copy of Alcohol Misuse/Controlled Substance Use Policies/Procedures**
- D. BTS Form M (OMB#2139-0004), Securities and Exchange Commission Form 10K Report, or Most Current Income Statement and Balance Sheet**
- E. Organization Chart**
- F. Carrier Quality Assurance Program**
- G. Brief History of the Company**
- H. DOT HAZMAT Safety Permit (If applicable)**
- I. Hazardous Materials (HAZMAT) Employees Training Program**
- J. List of all identified HAZMAT employees by category or by training requirements**
- K. Emergency Response Procedures/Plan**
- L. Copy of Driver's Safety Awards Program & Disciplinary Policy**
- M. Copy of the Maintenance Program**
- N. Policy on maintaining and auditing Drivers' Record of Duty Status**
- O. Complete copy of most recent DOT Compliance Review**
- P. Copy of Employee Hiring Policies**
- Q. Copy of Confined Space Entry Policy and Procedures (if applicable)**
- R. Copy of American Society of Mechanical Engineers (ASME) Board "R" Stamp (if applicable)**
- S. Copy of your letter to Pipeline and Hazardous Materials Safety Administration (PHMSA) requesting a Cargo Tank (CT) number (if applicable)**
- T. Copy of Letter from PHMSA with CT number (if applicable)**

Attachment L-7: [List of Contracts Terminated for Convenience or Default](#)

Formatted: Font: (Default) Arial, 11 pt, Bold,
Font color: Auto, Kern at 16 pt

Deleted: List of Terminated Contracts

| <u>Client Name</u> | <u>Contract #</u> | <u>Client Point of Contact (POC)</u> | <u>POC Contact Info (address, phone, e-mail)</u> | <u>Performance Period</u> |
|--------------------|-------------------|--|--|-------------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

| ▾

Deleted: ¶
¶
Attachment L-8: Automated Clearing House (ACH) Form¶
¶
This Attachment is a PDF file provided separately. ¶
¶

SECTION M

EVALUATION FACTORS FOR AWARD

M.1 Introduction/Evaluation of Proposals

This acquisition will be conducted pursuant to Federal Acquisition Regulation (FAR) Part 15 and DOE Acquisition Regulation (DEAR) Part 915. Proposals will be evaluated in accordance with the evaluation criteria set forth in this section and FAR 15 and DEAR Part 915. It is anticipated there will be two awards resulting from this solicitation.

The instructions set forth in Section L, Instructions, Conditions, and Notices to Offerors, are designed to provide guidance to the Offeror concerning the documentation that will be evaluated. The Offeror must furnish adequate and specific information in its response. A proposal will be eliminated from further consideration before the evaluation if the proposal is so grossly and obviously deficient as to be totally unacceptable on its face. For example, a proposal will be deemed unacceptable if it does not represent a reasonable effort to address itself to the essential requirements of the RFP, or if it clearly demonstrates that the Offeror does not understand the requirements of the RFP. In the event a proposal is rejected, a notice will be sent to the Offeror stating the reason(s) that the proposal will not be considered for further evaluation under this solicitation.

Failure of Offerors to respond or follow the instructions regarding the organization and content of any of the proposal volumes may result in the Offeror's entire proposal, consisting of volumes I through III being eliminated from the initial evaluation; and if such an offer becomes eliminated from initial evaluation, revisions to any of the proposal volumes will not be considered for evaluation.

Any exceptions or deviations to the terms and conditions of the solicitation/contract will make the offer unacceptable for award without discussions. If an Offeror proposes exceptions to the terms and conditions of the solicitation/contract, the Government may make an award without discussions to another Offeror that did not take exception to the terms and conditions of the contract.

DOE intends to evaluate proposals and award the contracts without discussions with Offerors (except clarifications as described in FAR 15.306(a)). Therefore, the Offeror's initial proposal should contain the Offeror's best terms. DOE reserves the right to conduct discussions, if the Contracting Officer later determines it is necessary.

M.2 Basis for Contract Award

1. The Government intends to make two separate contract awards to the responsible Offerors, whose proposals are responsive to the solicitation and determined to be the best value to the Government.

2. Selection of the best value to the Government will be achieved through the following:

- i. The Government will evaluate the strengths and weaknesses of each Offeror's proposal and the favorability of each Offeror's relevant past performance information in accordance with the Evaluation Factors specified in Section M.3.
- ii. The Technical Evaluation Factors, including Past Performance, are significantly more important than the evaluated price. Evaluated price is the Offeror's evaluated "Total Proposed Contract Price" as defined in Section M.3 below. The Government is more concerned with obtaining a superior technical proposal than making an award at the lowest evaluated price. Thus, the closer or more similar in merit the Offerors' technical proposals and relevant past performance information are evaluated to be,

Deleted: One or two contract awards may be made as a result of this solicitation. ¶

Formatted: Left

Deleted: either one or

Deleted: (

Deleted:)

Deleted: s

the more likely the evaluated price may be the determining factor in selection for award. However, the Government will not make an award at an evaluated total proposed contract price premium it considers disproportionate to the benefits associated with the evaluated superiority of one Offeror's technical proposal and relevant past performance information over another.

- iii. The Government will assess whether the strengths and weaknesses and relevant past performance information between or among competing technical proposals indicates a superiority from the standpoint of: (1) what the difference might mean in terms of anticipated performance; and (2) what the evaluated price to the Government would be to take advantage of the difference.

M.3 Evaluation Criteria

I. Factor 1 - Technical and Management Approach

(a) Transportation Management

DOE will evaluate the Offeror's proposed approach to successfully implement and execute the technical and management requirements of the PWS for providing qualified tractor and driver services at a minimum of 11 tractor teams at all times to include the methods and processes used to:

- meet task order requirements, including dispatch process and monitoring of truck sets;
- manage lines of authority;
- interact and communicate with the DOE Transportation Manager, WIPP Traffic Dispatch Office, and other DOE contractors, and identify and correct problems;
- respond to changing requirements such as weather conditions, delays enroute, breakdowns, etc.;
- recruit, train and discipline employees;
- perform the transition period including the timetable for orderly assumption of responsibilities and the application of resources during the phase-in period.
- implement a quality assurance program for hazardous waste transport operations as specified in the PWS.

(b) Safety Program

DOE will evaluate the Offeror's proposed safety program to assess the extent to which it demonstrates how it will comply with the PWS requirements for providing qualified driver services at a minimum of 11 tractor teams at all times in the following areas:

- driver training;
- emergency response program;
- incident reporting;
- safety reviews and audits;
- safety organization, including roles and responsibilities;
- safety meetings;
- safety suggestion program;
- incentive programs;
- drug/alcohol screening programs;

(c) Tractors, Trailers, and Support Equipment Acquisition and Maintenance

DOE will evaluate the Offeror's approach for acquiring and maintaining tractors and support equipment in accordance with the PWS for providing qualified tractor services at a minimum of 11 tractor teams at all times, including additional trailer maintenance services

Deleted: ¶

As a clarification relating to relevancy ratings of past performance projects,¶ please note that a reference with a higher degree of relevance may receive greater¶ consideration.¶

Deleted: and Quality Assurance

Deleted: approachthe management and administration requirements

Deleted: and up to a maximum of 30 tractor teams

Deleted: 60-day

Deleted: and up to a maximum of 30 tractor teams

Deleted: and up to a maximum of 30 tractor teams

SOLICITATION DE-SOL-0002446

for up to 40 additional trailers, specifically in the following areas:

- maintaining Government furnished trailers in accordance with the operating and maintenance manual and Department of Transportation (DOT) requirements;
- the timeline for tractor acquisition;
- proposed tractor specifications;
- emergency tractor replacement;
- achievement of Commercial Vehicle Safety Alliance Level VI standards;
- achievement of less than 1 percent downtime

(d) Risks

DOE will evaluate the effectiveness of the Offeror's approach to identifying risks, the Offeror's three most significant identified risks to successful performance of the PWS and the Offeror's approach to eliminating, avoiding, or mitigating risks.

II. Factor 2 – Relevant Company Experience

DOE will evaluate the relevance and extent of the Offeror's experience over the past five years from the effective date of the solicitation that are similar in size, scope and complexity to the work described in the PWS, including hazardous and/or radioactive waste cross-country shipments, hazardous or radioactive shipments, and cross-country or long haul shipments. DOE will evaluate the experience of the Offeror, the Offeror's predecessor companies, and major or critical subcontractors, that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. In the case of a newly formed joint venture, LLC, or other similar entity formed for the purpose of competing for this contract, DOE will evaluate the experience of the entities that comprise the newly formed entity.

Deleted: in the trucking industry

Deleted: and subcontractors

III. Factor 3 – Key Personnel

The Offeror's key person will be evaluated based on their relevant knowledge and experience with training and operations; safety; dispatching; and hazardous and/or radioactive material transporting, as it pertains to 49 CFR 170-178 and 350-399. The Department will only evaluate as key personnel the individual proposed to perform the functions of the Project/Terminal Manager. If an offeror does not propose a key person in accordance with the instructions in L.3, Factor 3 or clearly identify the position for which the individual is proposed, the Offeror may receive a lower rating for this factor. Offerors are reminded that the Project/Terminal Manager position is a position that is required to be located at and performed on site at the terminal.

Deleted: nel

Deleted: two or three

Deleted: persons

Deleted: , Safety Manager, and Quality Assurance Manager

Deleted: nel

Deleted: 18

Deleted: Department has the right to determine which individuals the Department will evaluate and to determine for which position(s) the individual(s) will be evaluate

Deleted: d

Deleted: If more than three individuals and their resumes are submitted for evaluation under this factor, the three that will be selected for review will be based upon alphabetical order. If the individual proposed by the offeror as the project/terminal manager is proposed to perform either or both of the other key personnel positions, the offeror shall receive a negative evaluation. The Department will also evaluate the location at which the key personnel will be located and perform their functions. (

Deleted: 18

Deleted: 2

IV. Factor 4 – Past Performance

For purposes of the past performance evaluation, DOE will evaluate the past performance of the Offeror, the Offeror's predecessor companies, and major or critical subcontractors that will perform major or critical aspects of the requirement when such information is relevant to this acquisition. The past performance will be evaluated on the basis of information furnished in the Attachment L-3 and the reference questionnaires for relevant contracts that are similar in size, scope and complexity to the work described in the PWS. In the case of a newly formed joint venture, limited liability partnership, or other entity formed for the purpose of competing for this contract, DOE will evaluate the experience and performance of the entities that comprise the newly formed entity. An offeror without a record of relevant past performance or for whom past information is not available, will not be evaluated favorably or unfavorably, i.e. will receive a neutral evaluation. If an offeror does not provide the information, including the specified number of contracts per Section L.3, Factor 4, the offeror will not be evaluated favorably or unfavorably (neutral evaluation) for the number of contracts/references and questionnaires not provided/returned to the DOE.

During its evaluation, the Government will review the past performance information submitted

SOLICITATION DE-SOL-0002446

by the Offeror, may contact some or all of the references provided by the Offeror, and may obtain past performance information from other relevant available sources. These sources include Federal Government (including DOE) customers and electronic databases.

The Department will consider the Offeror's most recent Department of Transportation Compliance Review, regardless of the year in which the compliance review was conducted and may consider the Offeror's most recent Department of Transportation Security Review, if any, that has been conducted within 5 years from the effective date of the solicitation. The Department will also consider any information regarding accidents with injuries and/or fatalities that pertain to the Offeror. Failure to provide the DOT Compliance Review may negatively impact the evaluation of the Offeror.

As a clarification relating to relevancy ratings of past performance projects, please note that a reference with a higher degree of relevance may receive greater consideration.

V. Price Evaluation

The Offeror's price proposal will not be point scored or adjectivally rated, but will be evaluated for completeness, price reasonableness, and whether the proposed price reflects an understanding of the RFP requirements, and an Offeror's responsibility and financial capability.

The responsibility and financial capability evaluation will take into consideration whether the Offeror has adequate financial resources and the minimum liability coverage per 49 CFR 387 to perform the Contract or has the ability to obtain them. The MCEP Audit Prescreening Forms provided in Attachment L-6 or proof of current MCEP audit certification will also be used as part of the responsibility determination in order to determine the Offeror's future capability to pass the MCEP Audit or maintain current certification as required in Section H.22. The Offeror's most recent Department of Transportation Compliance Review, regardless of the year in which the compliance review was conducted, and the Offeror's most recent Department of Transportation Security Review, if any, that has been conducted within 5 years from the effective date of the solicitation, may be considered by DOE as part of the responsibility determination.

Deleted: , as well as the MCEP Audit prescreening forms provided in Attachment L-6.

The price evaluation will be based upon the Offeror's "Total Proposed Contract Price" which will be calculated using the arithmetic sum of the proposed prices for the items in Section B.2, inclusive of options, as follows:

- For Items B.2.1.1, B.2.2.1, B.2.3.1, B.2.4.1, and B.2.5.1, the proposed firm fixed price for the Basic Transportation Services in each period, including the proposed firm fixed price for Contract Transition at B.2.1.5, will be added together to determine the total price to be used for price evaluation purposes.
- To determine the total price to be used for price evaluation purposes for items B.2.1.2, B.2.1.3, B.2.2.2, B.2.2.3, B.2.3.2, B.2.3.3, B.2.4.2, B.2.4.3, B.2.5.2, B.2.5.3, the proposed six month firm fixed unit price for the respective items will be multiplied by the following: 2 tractors, 2 trailers, and 2 driver teams. The proposed twelve month firm fixed unit price for the respective items will be multiplied as follows: 11 tractors, 11 trailers, and 11 driver teams.
- The Total Estimated Costs already specified in Section B for Cost Reimbursable Items B.2.1.3, B.2.2.3, B.2.3.3, B.2.4.3, and B.2.5.3 will be used to determine the total price to be used for price evaluation purposes.

The Government will use the prices provided by the Offeror in Section L, Attachment L-5 for price evaluation purposes. If there is a discrepancy between the unit prices specified by the Offeror in Section L, Attachment L-5 and the corresponding unit prices specified by the Offeror in Section B.2, the unit prices specified by the Offeror in Section B.2 will be used to determine the total evaluated

Comment [lac1]: Clarified numbering scheme to show this is for the basic services only

Deleted: the Contract Transition services in B.2.1.5 and

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

Deleted: 3

SOLICITATION DE-SOL-0002446

price. In the event of a conflict between the firm fixed unit price and the extended price specified by the Offeror, the unit price will be used to determine the total proposed price for that item.

The Government may determine an offer is unacceptable if offered prices are significantly unbalanced.

M.4 Overall Relative Importance of Technical Evaluation Criteria

The Technical Proposal will be evaluated against the technical evaluation criteria established in Section M.3 above. The Evaluation Factors 1-4 are of equal importance.

M.5 Evaluation of Options (FAR 52.217-5 (JUL 1990))

Except when it is determined in accordance with FAR 17.206(b) not to be in the Government's best interests, the Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. Evaluation of options will not obligate the Government to exercise the option(s).